

THE
ATTORNEY'S AND SOLICITOR'S
NEW POCKET BOOK,

AND
Conveyancer's Assistant :

CONTAINING THE
MOST COMMON AND APPROVED PRECEDENTS.

With many Practical Remarks.

TO WHICH IS SUBJOINED, A
TREATISE ON THE NATURE OF ESTATES IN GENERAL,
AND THE
QUALITIES AND EFFECTS OF THE DIFFERENT LEGAL INSTRUMENTS.

By F. C. JONES, Esq.
OF GRAY'S INN.

WITH
A VARIETY OF USEFUL MODERN PRECEDENTS,
FROM
DRAFTS OF ACTUAL PRACTICE,
AND OTHER
MATHEMATICAL ADDITIONS, CORRECTIONS, AND NOTES,
By RICHARD SHIPMAN, Esq.
CONVEYANCER.

IN TWO VOLUMES.
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ADVERTISEMENT.

THE rapid sale of the several Editions of the *Attorney's Pocket Book*, by the different Editors, being a proof of the utility of such a Work to the Profession, and notwithstanding the production of similar Publications, the demands for it having not decreased, induced the present Editor to undertake this new Edition, and in hopes of securing a continuance of the general approbation, considerable attention has been bestowed in the performance of this undertaking.

In this Fifth Edition, the theory has been restored, with considerable alterations, corrections, and additions, from the best authorities,—and the practical part enlarged, by the addition of many useful Precedents, settled by eminent Conveyancers of the present day. It is hoped, under these circumstances, that this Compilation, which is presented to the Profession, will, upon examination, be found a useful Epitome of Conveyancing.

Easter Term, 1826.

Bridgnorth, Salop.

CONTENTS OF VOL. I.

	Page
<i>A Treatise concerning Estates</i>	1
<i>Inrolling Deeds</i>	1
<i>Accounts</i>	27
<i>Acquittances</i>	29
<i>Acknowledgments</i>	30
<i>Affidavits</i>	31
<i>Agreements</i>	37
<i>Appointments</i>	77
<i>Assignments</i>	109
<i>Attestations</i>	183
<i>Awards</i>	186
<i>Bargain and Sale</i>	192
<i>Bonds</i>	208
<i>Conditions</i>	240
<i>Copartnership</i>	259
<i>Covenants</i>	302
<i>Declarations of Trust</i>	309
<i>Defeasances</i>	318
<i>Demise and Re-demise</i>	327
<i>Deputations</i>	330
<i>Disclaimer</i>	333
<i>Enfranchisements</i>	333
<i>Exchange</i>	336
<i>Feoffments</i>	343
<i>Fines and Recoveries</i>	351
<i>Grants</i>	422
<i>Leases</i>	453
<i>Distress</i>	525



A SHORT
TREATISE
CONCERNING
ESTATES IN GENERAL.

AN estate signifies the condition or circumstance in which the owner stands in regard to his property; and in this place is meant to signify the interest a tenant hath in lands, tenements, and hereditaments. Co. Lit. 345.

1st. The word *hereditament* may import a castle, which may contain divers manors, messuages, lands, rents, and other possessions; or it may import an honor, consisting of divers manors, lands, and other things; or it may intend a manor, consisting of divers manors within the same, and of messuages, lands, freehold and copyhold rents, services, and of many other things, as appendant or appurtenant thereunto; or it may signify a *messuage*, by which is commonly meant an house with a curtilage or court before it, and the yards, gardens, orchards, barns, stables, and the like, if there be any such belonging thereto; or the same word hereditament may imply a *tenement*, which of itself hath a general signification, and imports not only an house, but also lands, rents, or any thing that may be holden. The same word hereditament, also extends to *mills* of their several kinds, *tofts* (or ruined houses), and to any other corporeal things that are descendible. It likewise comprehends incorporeal inheritances, such as tithes, advowsons, rents, piscaries, franchises, &c. The word *Land*, generally imports, not only arable, pasture, and meadow, but in a legal signification in a deed, extends to houses, mills, farms, woods, and sometimes even to a manor and other things; but if the word is confined to *arable, meadow, or pasture land*, then it comprehends no more than the exact nature of each. *Cottage* signifies a small dwelling, having no land belonging to it. *Rents* are where one grants to another a rent out of his land without a clause of distress. *Rents charge*, are where such a grant is made with a clause of distress for

Hereditament.
Cottage.
Rents, seek.
charge.

Rents service.

non-payment. *Rents service* are where one demises lands or tenements for a less estate or shorter time than the lessor hath, so reserving a reversion to the lessor, and a rent in money, corn, cattle, labour, or otherwise, which rent is said to be incident to the reversion, and may be distrained for of common right, without a clause of distress.

2nd. In any hereditament, of whatsoever kind, there is one general estate, or there may be several estates in law.

Fee simple.

3rd. The highest, and most general estate which any person or corporation can have in lands or tenements, or in any other hereditament, is an estate in *fee simple*, whereby descent or purchase a man is seised to him and *his heirs*, or a corporation having perpetual succession, is seised generally, or to them and *their successors*.

4th. A fee simple estate is said to be absolute, where there is no condition to determine it.

5th. A fee simple estate is said to be conditional, when it is granted and conveyed by a deed, in which there is a proviso or condition to make it void by the doing or not doing any thing; as if a conveyance was made by A. of an acre of land to B. and his heirs, with a proviso or condition, that if A. and his heirs pay to B. or his heirs 5*l.* at a certain day, then the deed to be void (which is usually called a mortgage); or if such deed be with such a condition, that if B. do not pay a sum of money, or perform a special matter, within such a time, then A. may re-enter; these, and many other provisos or conditions may make a fee simple estate, conditional or *defeasible*; but no condition will make void an estate of *freehold*, without entry for the breach thereof.

6th. The word *heirs*(1) is, generally speaking, necessary in deeds to make a fee simple estate: if land be granted, or conveyed to a man and his heirs for so long a time as another man, or any heirs of his body, continue to be in the world, the fee simple granted or conveyed with this, or such like limitation, is called a *base fee*, or a *limited fee simple*; and where an estate is to end by limitation, there is no need of any entry to make void that estate. And if lands be given to a man and his heirs during the life of another man, it is usually called a frank tenement descendible.

(1) As the word *heirs*, in the plural number makes a fee simple, so these words, *heirs of the body*, properly make an entail in all deeds and grants, though some other words that are tantamount may serve the turn. And in a will, (as shall be shewn in a proper place,) any words expressing the testator's meaning, may create a fee simple or fee tail, because in a will, the intent of the testator is chiefly regarded; and wheresoever you find the words *for ever*, or the words *assigns for ever*, in a deed, they are but superfluous.

7th. The next in order are estates tail, divided into three kinds, (*that is to say*) tail general, tail special, and estate tail, after possibility of issue extinct.

8th. An estate *tail general*, is where lands and tenements are given to a man and the heirs of his body, or to a woman and the heirs of her body, or to a man and the heirs of the body of his father, or the like. An estate tail male general is, where lands and tenements are given to a man or woman, and the heirs male of his or her body: and an estate tail female general is, where they are given to a man or woman, and the heirs female of his or her body: where note, the words *heir of the body* are applied only to one person.

9th. An estate *tail special*, is where lands or tenements are given to a man and his wife, and the heirs of their two bodies, or to a man and the heirs of his body on a certain woman that he may marry to be begotten, or to a woman and the heirs of her body by a certain man to be begotten.

10th. Where lands are given in special tail, as if lands are given to a man and his wife, and the heirs of their two bodies, if one of them be dead without issue, the other is called tenant in tail after possibility of issue extinct.

11th. Estates of fee simple and fee tail, are called estates of inheritance, because they descend to heirs. And tenant in tail may do waste—his wife is dowable—a husband may be tenant by the curtesy, (which several tenures we shall speak of hereafter,) the estate may be barred by fine or recovery, and in some cases by warranty, and may be sold by the assignees of a bankrupt, by virtue of a statute made in 21 Jac. I., by bargain and sale inrolled, without fine or recovery.

12th. But more nicely speaking, the estates called *frerhold* or *frank tenement*, are several estates for life, of which there are four kinds; (*that is to say*), for one's own life, for another's life, or in dower, or by curtesy of *England*.

13th. Where lands or tenements are given, granted, demised, or devised to a man for his own life, or to several men for their lives, then he is called tenant for life, or they tenants for lives.

14th. When lands or tenements are given to a man to hold during the life of another man, then the grantee is called tenant *pur autre vie*, and till the making of a statute in 14 Geo. II., if the tenant for life had died before the other, whosoever could have got into possession would have enjoyed the lands during the life of the *cestui que vie* as an occupant; but now by the same statute, this estate is devisable by will, and if there be no devise, it shall be assets in the hands of the heir, if he be the

Estate tail general.

Tail male general.

Tail female general.

Tail special.

Estate for life.

29 Car. II. c. 3.

14 Geo. II. c. 20.

See Co. Lit. 41.

special occupant, and if no special occupant, it shall go to the executors or administrators of the party, and be subject to the statute of distribution.

Dower.
22 and 23
Car. II.
c. 20.

15th. *Tenancy in dower* is understood thus: when a man marieth a woman and dies, she shall have a third part for her life of the lands and tenements whereof her husband was seised solely, (not jointly with others) of the freehold and immediate inheritance at any time during the coverture between them, so as his estate therein was such, that his issue by her would be inheritable to the same estate. And a seisin in *law* only of the husband, is sufficient to entitle his wife to dower; but dower is not allowed out of a *trust*, although a *curtesy* is.

See Co. Lit.
29. note 31.

Curtesy

16th. *An estate by curtesy of England* is understood thus: when a man marries a feme inheritrix, (that is, a woman that hath an estate either by descent or purchase,) and hath a child born alive by her, (its crying being an usual, but not the only signs of its being born alive,) and then the woman dies, the husband shall enjoy the land during his life, and is called tenant by the curtesy of *England*. But there must be a seisin *in deed* in the wife, to entitle the husband to curtesy, as to corporeal hereditaments.

Co Lit. 29,
31

17th. Next to the estates of inheritance and freehold before mentioned, are to be reckoned the less estates, called chattels real, which are usually termed *interests* in lands, or tenements, or other hereditaments.

Terms of
years

18th. Where tenements are given, granted, or demised to a man for one thousand, one hundred, ten, or any other number of years, or for half a year, or for one or more days absolutely, or for ninety-nine years, or for any other number of years, if one or more persons so long live; those and such like estates and interests, are called term or terms of years; and if a term be granted to begin at a future day, it is called *interesse termini*, and these terms (like all chattels real) do not go to the heir, but to the executor and administrator.

19th. An estate holden by *execution* or *extent*, is understood thus: where a man has recovered a debt or sum of money by judgment in the king's court, he may choose to have execution of a moiety, or half part of the debtor's lands, which by a writ is delivered to him by the sheriff at an extended yearly value set by a jury, to hold the same till the debt be paid, and then because so much a year will pay the debt in a certain time, he is like a tenant for years, and his interest will go to his executors, or administrators, or assignus, but he is vulgarly termed tenant by *elegit*. And in like manner, if a man hath a debt owing to him by statute merchant, statute staple, (which bindeth all the lands of the debtor),

ON ESTATES.

or by a single recognizance, all which are bonds of records acknowledged before magistrates, judges, or officers authorised by the law to take the same; when the creditor hath execution thereupon of the whole or moiety of the debtor's lands delivered to him by the sheriff, at an extended value, (as is before mentioned,) he is called tenant by extent, and sometimes by statute staple, statute merchant, or recognizance, but his interest is in most respects like that of tenant by *legit*.

20th. *Tenant at will*, is where lands or tenements At will. are letten by one man to another, to hold during the pleasure of both, or either of them, and if it be at the will of one of them, the law implies the will of the other, for if the will of both doth not continue, such a lease will determine. But this tenure is now most commonly understood as a tenancy from year to year.

21st. There is also a tenancy *by sufferance*, which is Sufferance where a termor for years continues in possession after his term is ended.

CHAP. II.

Concerning Possession, Seisin, and Things lying in Livery, and Things lying in Grant.

1st. WHEN a person hath any estate of inheritance or freehold in any of the said hereditaments, he is said to be *seised* (1) of such hereditament in fee simple, or in fee, (which, without more, intends a fee simple estate,) or *in his demesne as of fee*, (which still imports the same thing,) or in fee tail, or for life, or he is said to be *seised* of an estate in fee simple, or of an estate in fee tail, or of an estate for life, of and in any such hereditaments. But if he hath any of the above mentioned terms or interests under freeholds, then he is usually said to be *possessed* of such hereditaments for a term of years, or by extent, or at will, or he is said to have a term or interest therein.

2nd. Corporal things, such as houses, lands, woods, mills, and the like, are said to lie in livery. An estate of inheritance or freehold, to wit, any estate in tail or for life, could not pass from one man to another by a deed sealed and delivered, but another ceremony was

(1) Where note, that the word *seised*, is applied to inheritances or freehold, and the word *possessed* to chattels real. But if either of the words be misapplied, it makes only an impropriety of speech, and not a fatal mistake, But of an incorporeal hereditament, he is said to be *seised* as of fee without the word *demesne*.

necessary, called *livery of seisin*: (*that is to say*,) the donor, feoffor, or lessor, who sealed and delivered the deed by him-self, or some other by his warrant, must have come upon the land, or into the house, *or in view*, and there have taken a twig, or turf, or a door, latchet, or some other thing, and there have delivered the same to the donee, feoffee, or lessee, or to his attorney, in the name of seisin of the houses and lands contained in the same deed, to hold the same according to the effect of such deed.

3rd. These corporeal hereditaments are capable of having an actual possession *per pedis positionem*, which the law regards in several cases; particularly an entry (where it is lawful) will clear a disseisin, it will determine a conditional estate of inheritance: and an actual possession gained by a brother, will make the sister of the whole blood to inherit before the brother of the half blood. And that is to be understood thus—Where a man is seised in fee, and hath a son and a daughter by one wife, and hath a younger son by another wife, and dies, if the elder son enters and dies, the sister will be his heir; but if he dies without making an actual entry, the younger son will inherit to the father. And this *possessio fratris* takes place in some incorporeal inheritances, as of a rent by receiving a payment thereupon, an advowson by making a presentation to a living, tithes by gathering them, and the like; and if lands are in lease for years, the possession of the tenant is the possession of the elder brother. But a dignity, as a barony of this realm, or the like, is such an incorporeal inheritance, that no possession can be gained of it by the elder brother by any act of his own, and therefore the sister shall not inherit it, but it will go to the younger brother as heir to the father.

4th. Incorporeal inheritances, such as rents charge, rents seek, advowsons, piscaries, and many others, are said to lie in grant; that is, they may be created and passed from one man to another, by a deed sealed and delivered, without any livery of seisin.

5th. And remember, that there is a seisin in law and a seisin in deed. When a tenant in fee simple dies, his heir hath presently a seisin in law, for the law casts the descent upon him before his entry; but when he enters, he has a seisin in deed; and a seisin in law by the husband is sufficient to entitle his wife to dower; but there must be a seisin in deed by the wife to make her husband tenant by the curtesy; the reason is, because the husband had it in his power to recover the actual seisin of his wife's land, but it was not in the wife's power to

recover the actual seisin of his wife's land, but it was not in the wife's power to make her husband recover the actual seisin of his land.

CHAP. III.

Of Reversions and Remainders.

1st. WHEN a person hath an estate in any hereditament, and grants or assures the said hereditament for a less estate or interest to any other person, then the estate which continues in the grantor is called a reversion; for instance, if A. seised in fee gives the land to B. and the heirs male of his body, B. is seised in tail, and the reversion in fee expectant upon that estate tail (that is, when the tenant in tail shall die without heirs of his body) doth belong to A. the donor. And if a tenant for life makes a lease for years, (an estate for life being greater in judgment of law than an estate for one thousand or any number of years,) the reversion doth still belong to the tenant for life. Also if a tenant for twenty years doth make a lease for nineteen years of the same land, *the lessee* hath still the reversion in him, and many other instances might be given where particular estates are granted, or assured, that the reversion doth still belong to the donors, grantors, or lessors. And it is to be observed, where any rents are reserved upon any such gift, grant, or lease, those rents are said to be incident to the said reversions, and go along with them to whatsoever other persons shall be entitled to the said reversions by descent or purchase. And it is in respect of *the reversion* that the landlord can distrain for the rent, *although there be no clause of distress* in the deed. And note well, that the reversion is an estate left in the donor, grantor, or lessor, at the same time that he makes the said gift, grant, or lease to another.

2nd. Where an estate is granted in tail, or for life, or for years, and at the same time the donor, grantor, or lessor grants, limits, or appoints, that after the determination of any such particular estate, the land shall remain to a third person in fee, in tail, or for life, or years, the estate of such third person is called a remainder, and he is seised or interested of or in the remainder presently, though it will not take effect in possession till the particular estate determines; thus, if a man seised in fee makes a lease to A. for life, remainder to B. for twenty-one years, remainder to C. and the heirs of his body, remainder to D. and his heirs; in this case it is expressed thus: A. is tenant for life in possession, B. hath the

remainder for years expectant upon the estate for life of A., C. is seised of the remainder in tail expectant upon the estates of A. and B., and D. is seised of the remainder in fee, expectant upon the estates of A., B., and C. And note, in this case the estates of A., B., and C., are called particular estates, whereupon a remainder can depend, and that upon a general estate (such as the remainder in fee limited to D.) no further remainder can expect, as you cannot mount a fee upon a fee.

3rd. If A. who is tenant for life be disseised, (that is, wrongfully ousted of his freehold by a stranger,) then all the remainders are divested or discontinued till they are re-vested or re-continued by entry or action, and till such re-vesting, these estates are said to be put to a right, or a mere right.

4th. If A. having a pure estate in fee simple, giveth land to B. and his heirs, so long as A. or any heirs of his body shall continue, no remainder or reversion can depend on the estate of B. because it is a fee simple devised out of a pure and absolute fee.

5th. Memorandum; every remainder is supported by the particular estate or estates going before the same, and that remainder must take effect in possession *eo instante*, that the particular estate that supports it determines, and if a remainder be limited in such a manner that it cannot take effect in possession, at the same time the particular estate determines, then such remainder will **never** take effect at all, but will fall to the ground and be utterly void. Some instances will explain this, viz. If A. be tenant for his life, and the remainder be limited to B. and his heirs, this is a good remainder in fee to B., and doth not depend at all in contingency, for whensoever A. dies seised of his estate for life, B. or his heirs will immediately enter, and have the inheritance. And if A. who hath an estate but for life, makes a feoffment (which implies a grant of the fee simple) to a third person and his heirs, in such case A. for attempting an injury, immediately forfeits his estate for life to B. and his heirs, who may enter upon the premises for the forfeiture, without staying for the death of A. But if A. be tenant for life, with remainder to the right heirs of B. (where note, that B. himself is excluded), then if B. dies first, and afterwards A. dies seised, the heir of B. then *in esse* shall take the remainder, because in that case the remainder vests in the heir, at the same time the particular estate for life endeth. But if A. the tenant for life had died first, the remainder would be void, for B. could not take it, not being in the limitation, and the heir of B. could not take it at that time, because B. was living, and the rule of law is *non est hæres viventis*.

And in the last case if A. made a feoffment during the life of B. there was no person *in esse* to enter for the forfeiture, and therefore such remainder before its *esse* in use may be destroyed by such feoffment, and remainders of the kind last mentioned are called contingent remainders, which may take effect and be good in law, if they be not destroyed or discontinued in the mean time.

6th. Where men make settlements of their estates in their families, it is necessary to limit remainders to sons and grandsons afterwards to be born, and such remainders before the birth of such sons and grandsons respectively (that is to say, before they come *in esse*) are contingent remainders; and to preserve these contingent remainders, limitations of the estate are commonly made to trustees, to continue till the contingent remainders shall take effect, whereby they are preserved; for which refer to the *Precedents of Settlements*, &c.

7th. And by an act passed in the 10 and 11 Will. III., c. 16, it is provided, that where any estate by any settlement is or shall be limited in remainder to or for the use of a son or daughter, with remainders over, such son or daughter born after the decease of the father, shall take the estate, as if born in his lifetime, though no estate be limited to trustees to preserve such contingent remainders till it come *in esse*. This may serve for posthumous children, but nevertheless it is still necessary to make limitations to trustees to preserve contingent remainders against discontinuances, or alienations by the father.

CHAP. IV.

Of Uses.

1st. By the common law, that is, before any alteration was made in the case by acts of the legislature, *uses and trusts* were all one, so that if A. had made a feoffment of an acre of land to B. and his heirs, and if the feoffment was to the use of A. (the feoffer) and his heirs, in this case such a use differed little or nothing from a mere trust, *to wit*, that A. (who is called *cestui que use*) and his heirs, should take the profits of the land, and that B. (the feoffee) and his heirs, should from time to time make such lease, grant, or conveyance thereof, or out of the same, as the *cestui que use*, or his heirs, should direct or appoint, which direction might be given by *cestui que use* in his lifetime, or by his last will and testament after his death, and such disposition

was allowed in the case of a use, because it was looked upon only as a chattel, although by the common law no land was devisable by a will, unless in some particular boroughs, cities, and some other places by custom, the power of devising land by will being introduced by statutes made in 32 and 34 Hen. VIII.

2d. The use at the common law was recoverable only in a court of equity by a writ of *subpœna*, as is now practised for breaches of trust, and was annexed in privity to the person. So that, if the feoffee before mentioned had aliened the land for good consideration to a stranger *that had no notice of the use*, in such case the use would have been destroyed, because the trust in the person failed, and the feoffee had the estate and power so entirely in him, that *cestui que use* would have been a trespasser for entering upon (that is, taking possession of) the land.

3d. In the first year of Richard II. a statute was made to give *cestui que use* power to dispose of the land; but till such disposition made, the estate in the land still remained in the feoffee, and thereby was introduced a new mischief, for many times the feoffees would make an alienation of the same land by the said statute.

4th. To prevent which, and many other frauds and contrivances about uses, a statute was made, 27 Hen. VIII., called the *statute de usibus in possessionem transferendis*, of which statute you will in part understand the ground by what has been here said concerning uses.

By this statute it was enacted, That where any person should stand seised of any hereditaments to the use or trust of any other person, by any conveyance or otherwise, the *cestui que use* or *cestui que trust* (that is, the person who should have the use or trust) shall be deemed to be in full seisin or possession of the same hereditament, for such an estate as he had in the use or trust, and the estate and title of the person seised, to the use and trust of another person, is by this statute adjudged to be in the person having such use or trust, in the same manner as if he was to have the use and trust itself.

5th. By this statute it is said that uses are executed in possession, so that at this day if A. makes a feoffment, or levies a fine, or makes any other conveyances whereby the estate of any land passes to B. and his heirs, to the use of C. and his heirs, the estate in law doth not continue in B., the feoffee, but by the strength of this statute is immediately transferred to C. and his heirs, so that B. and his heirs are totally excluded, and C. is deemed in this case to be in legal possession of

the fee simple; and this is called executing the possession to the use, or the use into possession, which is a thing absolutely necessary to be known for the better understanding of almost all common assurances that are made at this day.

6th. But before we leave this head, let it be remembered that as there are estates *in esse*, and estates in *contingency*, whereof something hath been said before in the preceding chapter; so it is common at this day to limit uses *in esse*, and uses in *contingency*, of which take some instances.

7th. If A. convey an acre of land to B. and his heirs, to the use of C. for his life, and after his decease, to the use of D. and the heirs of his body, and for want of such issue, to the use of A. and his heirs for ever; in this case there is a use to C. for life in possession, another use in remainder to D. in tail, and a third use in reversion to A. in fee simple, and all these three are immediately executed by the statute last mentioned, for the persons are *in esse*, to take their several estates in the said acre of land.

8th. But if A. convey an acre of ground to B. and his heirs, to the use of C. for the term of his life, and after his decease, to the use of the first son or issue male of the body of C. to be begotten, and the heirs of the body of such first son or issue male issuing, with a remainder over to D. and his heirs; then the statute immediately executes the uses to C. and D. because they are *in esse*, but till such first son is born, the use of such first son, and the heirs of his body depends on contingency, because he is not *in esse*.

9th. Again, if land be conveyed to the use of C. and his wife, for their lives, and after their decease, then to the use of their first son in tail, with a remainder to the use of C. and his wife in special tail, in this case C. and his wife have an estate tail *sub modo*, until the birth of the first son, and after the birth of such first son, that estate is disjoined, and C. and his wife then become tenants for life, with remainder in tail to such first son; and if C. or his wife die without issue, the survivor will be tenant in tail, after possibility of issue extinct.

10th. And remembering what was said in the last chapter, that remainders must take effect *eo instante* that the particular estate ends, or they will never take effect, and judges having resolved that what was executed by this statute shall follow the rules of the common law; therefore, in the case aforesaid, if C. should make a feoffment of the said acre of land, before the birth of his first son, (*i. e.* before the execution of the use which the first son should have in tail) the use so limited to

the first son in tail by way of remainder, and depending in contingencies as aforesaid, would be destroyed before its essence; for the estate for life of the father being destroyed by the feoffment, there is no particular estate *to support* the remainder, or person *in esse* to enter for the forfeiture. But if the father makes no alteration before the birth of such first son, then immediately upon his birth his use in tail is executed in possession, and the father by any subsequent alienation can do him no wrong, but such as can be remedied by law.

11th. And for preserving such contingent remainders in use, it is usual to limit uses to trustees as it is mentioned in the preceding chapter; and here take notice that a use cannot arise out of a use, for if an acre of land be conveyed to B. and his heirs, to the use of C. and his heirs, and it is said on the conveyance that C. shall stand seised to the use of D. and his heirs, in this case the statute will not execute any use to D. and his heirs, but perhaps D. will have a mere trust in the land for which he may have remedy in Chancery as far as a use at the common law.

Of Common Assurances.

ALL sorts of hereditaments may be conveyed from one man to another by the several means called common assurances, or some of them, whereof three kinds are by matter of record, that is, in the king's court; and the other six are said to be done by matter in *pais*, which, strictly, signifies a *deed*, executed in the country, but in legal signification imports any conveyance that is not by matter of record.

The different kinds are, a *recovery*, a *fine*, a *bargain and sale enrolled*, an *exchange*, a *feoffment, with livery*, a *grant*, a *lease and release*, or *confirmation* thereupon, and a *devise* by will, hereafter treated of.

Of a Deed.

A deed is a writing sealed and delivered by the parties (1), and is the most solemn act a man can perform as to the disposal of his property (2). There are eight principal requisites to the validity of a deed: 1st. The parties must be able and sufficient: 2dly. The deed must be founded on a good and *bonâ fide* consideration, and divested of fraud: 3dly. The deed must be written or printed on paper or parchment: 4thly. There must be words sufficient to convey the meaning of, and to

(1) Blackst. lib. 2, c. 20.

(2) Co. Lit. 171.

bind the parties: 5thly. The deed must be read: 6thly. The party whose deed it is must seal, and in most cases sign: 7thly. It must be *delivered* by the party himself, or his attorney: And lastly, It must be executed in the presence of, and attested by witnesses.

1st. With respect to the parties, they must all be expressed by sufficient names (1), as also must the thing to be contracted for. Persons attainted of treason, felony, and præmunire, are incapable of conveying from the time of the offence committed, if attainder follows (2): but they may purchase for the benefit of the crown or lord of the fee, though they cannot *hold*. Corporations may purchase, yet cannot retain such purchase unless they are possessed of a licence to hold in mortmain.

Idiots and *persons of insane memory, infants* (3), and *persons under duress*, are not wholly disabled to convey or purchase, for their acts are only voidable.—It has been argued, that if a *non compos* execute a deed, and afterwards have his right reason, he shall not avoid his own deed on account of his insanity, because it is a maxim in law, that no man shall be allowed to stultify himself, though the next heir may after the death of the idiot or *non compos* avoid the grant; and so also of purchases.—Infants, when they come to full age, may waive their purchase or conveyance, or their heirs may, if they do not, actually agree it for them (4).—If a person under duress purchase or convey, he may, when the duress ceases, agree or disagree to it.

A *feme covert* may, without the consent of her husband, purchase an estate, and unless he declares his dissent, the conveyance is legal during the coverture (5); and if the husband do not dissent, but even consent, she may disagree to the same after he is dead, and if she die before her husband, her heirs may do it.

An *alien born* may purchase, but he can hold nothing, except personal chattels.

In general, he that is disabled to give or grant by a deed, is disabled to take by a deed, but this general rule, like all others, has exceptions; it must be remembered, that the person to whom a deed is made must be in being at the time.

2dly. The deed must be founded on good and sufficient *consideration*, for a deed made on an usurious contract, or with fraud to deceive purchasers, or *bonâ fide* creditors, will be void, as it will also be of no effect if made without consideration. The consideration must

(1) Co. Lit. 35.

(2) Co. Lit. 42.

(3) See 3 Burr. 1794. Zouch and Abbot, and al. v. Parsons.

(4) Co. Lit. 2.

(5) Co. Lit. 3.

be money, marriage, blood, natural love, and affection—for the basis of every deed is a *quid pro quo*.

3dly. The deed must be written or printed, for it may be in any character or language, though it must be on paper or parchment.—It must be on proper stamps—and the conveyancer should remember, that by the statute 29 Car. II., c. 3, it is enacted, That no lease or estate in land, &c. (except leases not exceeding three years from the making, and whereon the reserved rent is at least two thirds of the real value) shall be esteemed as of greater effect than a lease or estate at will, unless put in writing, and signed by the party granting, or his agent, duly empowered in writing.

4thly. The deed must contain words sufficient to convey the meaning of, and be binding to, the parties—the construction of the words in a deed must be left to a court of law to determine(1). It is sufficient if the words declare the legal intent and meaning of the parties, and therefore it is not essentially necessary to pursue the formal and methodical parts.

5thly. *The reading* of a deed is essential to its validity if any of the parties desire it, and it is void as to him if it be not done on his request.—He should read it himself if he can; and if he can, but neglects, it should seem in that case, he cannot afterwards avoid it; another should read it if he be blind or illiterate—it will be void if read falsely (2).

6thly. The party must seal, and in most cases sign; and though sealing originated from the *Saxons* (3), and the neglect of signing, and resting only upon the authenticity of sealing, remained a long time among us; yet 29 Car. II., c. 3. directs the signing in all grants of lands and many other species of deeds, therefore signing seems to be now as necessary as sealing (4).

7thly. It is requisite that the deed be delivered by the party or his certain attorney. A deed has its effect from the delivery, for if there be no date, or if the date be false or impossible, the delivery is the time of its date.

8thly. The last requisite is the attestation; every deed must have a witness or witnesses, whose names must be subscribed by themselves.

If a deed wants any of the above essential requisites, it is void *ab initio*. It may also be avoided by matter *ex post facto*: 1st. By rasure, interlineation, or alteration in any material part, unless some memorandum be made of it at the time of execution and attestation (5).

(1) Co. Lit. 225.

(2) Blackst. lib. 2. c. 20.

(3) Blackst. lib. 2. c. 20.

(4) 3 Lev. 1. Stra. 764.

(5) 11 Rep. 27.

2d. By breaking off the seal. 3d. By cancelling it. 4th. By the disagreement or dissent of those whose concurrence is necessary; as for instance, an infant, or person under duress, when those disabilities are removed; or an husband, where the feme covert is concerned, or the like. 5th. By the judgment of a court of judicature, when the deed is a forgery, or obtained by fraud or force.

The Parts of a Deed.

1st. *THE premises*, which may be made use of to specify the names, number, additions, and titles of the parties. In this part of the deed are set down the consideration and recitals necessary to explain the grounds upon which the deed is founded, and then the certainty of the grantor, grantee, and thing granted. 2d. Exception in a deed is a clause whereby the grantor excepts something out of what he has before granted, and thereby the thing excepted passeth not, but is divided from the rest of the things granted, as if no mention had been made of it at all. 3d and 4th. Next are the *habendum* and *tenendum*, which is that part which begins with *to have and to hold*. The *habendum* points out what estate or interest is granted by the deed, though this may be done in the premises, in which case the *habendum* may lessen or enlarge, but must not be repugnant to the estate granted in the premises; as if an estate be granted to A., his heirs and assigns, *habendum* to him for life, the *habendum* in this case would be void (1). To make a fee simple in every deed, the word *heirs* is necessary. The *tenendum* is now of very little or no use, being kept in by custom; it was made use of to signify the tenure, and sometimes used to denote of whom the land was holden.

5th. Next follows the *reddendum*, or reservation, whereby the grantor doth reserve something to himself out of that which he granted before, and is commonly made by the words *yielding, paying, doing, reserving, &c.* This always abridges the tenure of that which was before, or reserves something which was not before. If it be of any thing newly created by the deed, the *reddendum* must be to the grantors, or some or one of them, and not to any stranger to the deed (2).

6th. *The condition* is another of the terms or stipulations upon which a deed may be made. Of these conditions there are many sorts, some precedent, some subsequent. A precedent condition must be performed

(1) 2 Rep. 23. 8 Rep. 56.

(2) Plowd. 13. 8 Rep. 71.

before the estate can take effect; by a subsequent condition, the continuance of the estate depends on the breach or performance of the condition. A condition in general is a clause of contingency, on the happening of which the estate granted may be defeated; “as *provided always*, that if the mortgagor shall pay the mortgagee 500*l.* upon such a day, the whole estate shall determine,” and the like.

7th. Next may come the clause of warranty, by which the grantor doth, for himself and his heirs, warrant and secure to the grantee the estate granted, and is a sort of promise to warrant or secure to the bargainee and his heirs, against all men, the enjoyment of the thing granted (1). The word *warrant* is the only apt and effectual word to make an express warranty—and it must be by deed. The doctrine of warranties is abstruse and difficult. *Coke* says, it is one of the most curious and cunning learnings of the law, and much therefore cannot be expected to be said on it here. The solicitor would do well to refer himself to the second book of Blackstone’s Commentaries, cap. 20. and Gilb. Ten. 133, where the several sorts of warranties, their force and effect, are treated in a judicious and masterly manner. Suffice it only to say here, that a warranty in general bars the heirs, and all right whatever; and, as Sir *Edward Coke* says, it being a covenant real, bindeth to yield lands in recompence; but a warranty never bars a right that doth commence after the warranty made. And by 4 and 5 Ann. cap. 16, warranties made by tenant for life shall be void against those in reversion or remainder: and all collateral warranties by any ancestor who has no estate of inheritance in possession, shall be void against his heir. Consistent with the plan of this work, it is almost impossible to say more on this head; and perhaps, by abridging the subject, I may be guilty of a worse error, that of obscurity.

8th. After warranty usually follow *covenants*, which are agreements in a deed, whereby either party binds himself to perform or do somewhat. A covenant must be to do a thing which in itself is lawful and possible, otherwise it is void. If the covenantor covenants for himself and his *heirs*, it is a covenant real, and descends upon the heirs, (for they are not bound unless expressly (2) named) who are bound to perform it, if they have assets by descent. If he covenants also for his executors and administrators, his personal as well as real assets are liable, which makes such covenant better

(1) Bract. lib. 2 and 5.

(2) Dyer 257. 5 Co. 17.

security than any warranty, and which has therefore, in modern practice, superseded the other.

Lastly comes the *conclusion*, which mentions the execution and the date of the deed, or the time of its being given or executed, either expressly, or by reference to some day and year above mentioned. A deed is good without a date, or even if it has an impossible date, if the real day of its being delivered can be proved (1).

As to the exposition of deeds, there are three rules : 1st. They are to be construed most beneficially to the taker. 2nd. They are never to be void where the words may be employed to some intent. 3rd. The words are to be construed according to the intent of the parties, and not otherwise, provided such intent be consonant to the rules of law (2).

Of a Husband's Interest by Marriage in his Wife's Freehold Lands, and Real and Personal Chattels.

1st. IF the woman at the time of the marriage hath an estate in fee simple, or an estate tail, in any lands or tenements, rents, or other hereditaments, the husband is immediately seised of the freehold, not in his own right, but *jure uxoris*, and he is entitled to the rents and profits thereof during their joint lives. And if he hath a child by her born alive, (though it afterwards die,) after the wife's death the husband shall hold the said lands during his own life, as tenant by the curtesy. But if the husband die before the wife, she shall have her own inheritance again immediately after his death, to her and her heirs. And if the wife die before the husband, and there hath been no child born alive, then the heir of the wife (be it brother, sister, uncle, aunt, or cousin of her blood) shall immediately after her death have the land from the husband ; and if the wife die before the husband, and there hath been a child born alive, whereby he became entitled for life by curtesy as aforesaid, then after his death the heir of the wife shall have the land. The husband and wife may at any time, during the coverture, by fine, sell or dispose of the land as they please, and the husband may alone, without his wife, grant or charge the land during the joint lives of himself and wife, and having a child, then during his own life. But the husband alone cannot make any alienation or discontinuance that shall hinder the wife, or her heir, after his decease, from having the land, and if he com-

(1) Co. Lit. 46. Dy. 28.

(2) Plowden, 160.

mits treason or felony, her estate is not to be forfeited, but only the profits during the coverture. But for her own treason or felony, it will be forfeited for ever; and the husband and wife jointly may, under statute 32 Hen. VII., c. 23, make leases of the wife's inheritance, under the restrictions therein mentioned. [For which see *Lease by husband and wife*, Vol. 1.]

2nd. If the woman at the time of the marriage hath an estate in frank tenement, (that is, if she hath an estate for her own life, or for the life of another person,) or an estate in dower, (which she may have from a former husband,) then the husband immediately upon the intermarriage is seised of the freehold of such an estate in right of his wife, and is entitled to the profits thereof during the intermarriage. But if she dies, the estate for her own life will be at an end, and her husband cannot be tenant by the curtesy in this case. But if she had the estate for the life of another person that survives her, then the husband may be the special occupant, and have the land during the life of that person only, and after these estates for lives are ended, the land goes to those that are the next in reversion or remainder, which generally speaking are strangers. The husband and wife, by a fine, may sell and dispose of any such estate for life, or the husband alone may dispose of the land during the coverture between them. But it being an estate of freehold, no single act of his can alien this estate for life, but that the wife, if she survives the husband, will have it again as she had before the marriage.

3rd. If the woman at the time of the marriage hath a chattel real, (that is, a lease for years, or an estate in lands actually extended upon a statute merchant, recognizance, or elegit, to be holden till a debt is satisfied to her), then the husband immediately upon the intermarriage is possessed of such lease or other chattel real, in right of his wife, and as to these the law gives him power, without her privity or consent, to sell, assign, surrender, or otherwise dispose of the same as he pleases, by any act or deed executed in his lifetime, but not by his will or testament; and if he commits treason or felony he forfeits the same, and the sheriff may sell such term and interest upon an execution for the husband's debts. But if the husband does not sell, surrender, or devise as aforesaid, dispose of, or forfeit the same in his lifetime, then the wife after his death will have such lease, estate, or interest again in her own right, without being executrix or administratrix to her husband, and if he shall have granted a rent-charge out of the same, without altering the state of the land, as he might have done, the

rent charge will be void after his death. But if he survives his wife, then the law gives him her chattels real entirely. If the woman at the time of her marriage hath debts owing to her by statute merchant, statute staple, or recognizance not executed, or upon bonds, bills, notes, or other specialties, those and the like are called *choses in action*, because they do not lie in seisin or possession. But she hath a title to recover the same by an action at law. The husband at any time during coverture hath power to sue for these debts, and to recover them, and to have the same to his own use, or to release and discharge the same as he pleases; or the husband at any time during the coverture may change the securities, (if the debtor will consent thereto,) by cancelling the same, and taking new securities for the debt in his own name; and to his own use, but if he dies before he recovers the money, or alters the securities, so that the nature and property of the debt is not altered, then the wife will be entitled thereunto in her own right, without administration to him, or being liable to his debt, and yet he may have other executors or administrators of his own personal estate.

All the goods and personal chattels which the woman hath at the time of her marriage are by law entirely vested in the husband; (that is to say), all ready money, plate, jewels, household goods, horses, cattle, wares, merchandizes, and all moveables in general; so that he may not only sell or give the same, but upon his death, the same will go to his executors or administrators, and she cannot have the same unless by gift from him, or by being his executrix or administratrix.

Also if a woman have a right to any chattels, and be dispossessed thereof, and then marries, and her husband survives her, not having recovered the said right in his wife's lifetime, then the executors or administrators of the wife, and not the husband, shall have such a kind of right, but the husband may administer to the wife if he pleases.

Memorandum—If a woman be executrix or administratrix to another person deceased, (which might be a first husband), then she is said to be possessed of the estate *en auter droit*, (that is, in right of her testator or intestate), and the law doth not give any such estate to the husband that she shall afterwards marry, for the goods, chattels, and debts, in this case, never were her own, but entrusted to her upon account. And it is usual for a woman intending to marry who hath a valuable lease, to assign, before marriage, the same to trustees for her own benefit, so that her husband shall not

METHOD OF

intermeddle therewith, and the trust of this lease will not go to the husband ; but it may be prudent, which is usual, to give him notice of such assignment, otherwise perhaps he would not be concluded in equity.

METHOD OF INROLLING DEEDS IN THE SEVERAL COURTS AT WESTMINSTER.

In the Court of Chancery.

THE solicitor must carry the deed to the master's office in *Symond's Inn*, and get one of the parties to acknowledge it before him. He must then carry the deed and affidavit annexed, to the inrolment office in *Chancery Lane*, and there leave it to be entered upon the roll, and when done call for it.

In the King's Bench.

THE deed must be carried to a judge of this court, and one of the parties must either acknowledge it in court, or before a judge, if it is a bargain and sale : but the party need not attend if the deed requires only a judge's fiat. The deed must be left with the judge, who delivers it to the master in court, to be inrolled. The deed may be gotten immediately, if it is in term, but it must remain with the judge till the following term, if acknowledged in the vacation. When the deed is gotten, the solicitor gets rolls of the court, which he is allowed for, on carrying them in. Upon these rolls the deed is to be engrossed, beginning thus :

Hilary Term, in the 6th year, &c.

BE it remembered, that on the 1st day of February, in this same term, before our lord the king, at *Westminster*, Sir _____ knight, one of the justices of our lord the king, assigned to hold pleas in the court of our said lord the king, before the king himself, here recordeth, that on the _____ day of _____ (the date of the acknowledgment), at *Serjeant's Inn*, in *Chancery Lane*, London, came A. B. (the person acknowledging) in his proper person, and brought before the same justice, then and there, a certain indenture, which he acknowledged to be his deed, and prayed that the same indenture might be inrolled of record, as his deed, in the court of our said lord the king, before the king himself ; which indenture the aforesaid justice, by

his own proper hands, hath now delivered into court, here to be inrolled, and it is inrolled in these words, to wit, *This Indenture, &c.* Then the deed must be set out *verbatim*, with the names of the parties. On the back of the deed it must be engrossed thus :

Inrolled in the court of our lord the king, before the king himself, of Hilary Term, in the year of the reign of King Geo. IV.

A docket of the deed must be made on common paper, thus :

Hilary, 6th Geo. IV.

Hants. { Indenture of bargain and sale, dated
between, &c. [*name the parties, and*
a short abstract of the premises].

This must be carried to the clerk of the dockets, in the King's Bench office, who will mark the number roll on the back of the deed.

In the Exchequer.

THE deed must be carried to a baron's chambers ; if it is a bargain and sale, one of the parties must attend and acknowledge it ; but if it requires a baron's fiat only, the party need not attend, for he grants the fiat of course, and that (with the acknowledgment) is a warrant for the clerk in court to inrol the deed. The fiat, or acknowledgment, is written on the margin, the form of which is thus :

The execution of this deed was acknowledged (in court) by I. W. (the party acknowledging) party thereto, the day of 1825, before

A. B.

The Form of the Fiat.

LET this deed be inrolled in the office of Pleas of his majesty's court of Exchequer, at *Westminster*, dated this day of 1825.

A. B.

The deed is then inrolled by the clerk in court.

In the Common Pleas.

THE deed must be carried to a judge of this court, either at home or at his chambers ; if in term time, it may be done at *Westminster-Hall* : one of the parties must attend and acknowledge, if a bargain and sale ; but the party need not attend if the deed requires only

a judge's fiat, for the judge grants a fiat of course, which, like the acknowledgment, is a warrant for the officer to inrol it; the judge's clerk writes the acknowledgment, or fiat, in the margin of the deed; the form is,

The execution of this deed by A. B., one of the parties hereto, was acknowledged the day of and by him desired to be inrolled.

C. D.

The Form of the Fiat.

LET this deed be inrolled in his majesty's court of Common Pleas, at *Westminster*, dated this 1st day of May, 1825. C. D.

If it is a Roman Catholic deed, these words, "pur-suant to the statute," must be added after the word *Westminster*. The solicitor must then go to the warrant of attorney's office, in *Pump Court, Temple*, for rolls, for which he pays nothing. If the deed is acknowledged, it must be engrossed on these rolls, beginning thus:

A. B. (the party acknowledging) came into his majesty's court of Common Pleas, at *Westminster*, the 1st day of *May*, in this same term, before *J. H.*, esquire, one of the justices of the said court, and acknowledged the writing following to be his deed, and required the same to be inrolled, and it is inrolled in these words, to wit, *This Indenture, &c.* But if there is only a fiat on the deed, and no acknowledgment, there is no preamble; but the deed is at once sent out, copying every word, the names of the parties signing, making a mark for the seals, and then the attestations, and the receipts, and lastly the fiat; it is to be then carried to the warrant of attorney's office, where it will be indorsed, docketted, and inrolled without delay.

Observations on the public registering of Deeds.

THE mode of registering deeds, and the law respecting them, are best learned from the several statutes of inrolment; but as it may be expected that the compiler of these sheets should make some remarks, he will content himself, by briefly stating the manner requisite to effectuate a complete registry, by which the conveyancer will, in a short view, see the whole that is necessary.



Memorial.

Is to contain, 1st, the date of the deed.

2d. The names and additions of all the parties; and also the witnesses, with the place of abode, and their respective occupations.

3d. The premises, which are to be described *verbatim*; and even though the premises have been described in a former memorial, it will be best to insert the premises *de novo*. A reference to the memorial will answer the purpose, but not so well, I think, as the first-mentioned mode.

In the memorial, be careful to explain the nature of the deed, and the consideration paid. The act of parliament does not so strongly enforce it; but these matters should be set forth.

As to the Mode of registering.

The memorial must be signed and sealed by some or one of the grantors or grantees, his, her, or their heirs, executors, administrators, guardians, or trustees, attested by two witnesses; one of the witnesses is to be a witness to the execution of the deed.

The deed and memorial to be carried to the office, by one of the witnesses, who is to swear to the execution; the deed is left at the office, and you have it in a fortnight afterwards.

If any deed has been neglected to be registered till the witnesses are dead, or not to be met with, let any of the parties re-execute the deed, and sign and seal a memorial in the presence of other witnesses, by which means the deed may be registered.

All beneficial leases, of whatever duration the term is, ought to be registered; but copyhold estates, leases at rack, leases not exceeding twenty-one years, where the actual possession goes with the lease, and chambers in the Inns of Court, are excepted out of this act.

Wills.

Memorials the same as of deeds.—For a proper memorial of a will, see vol. i.

The will or probate, or an office copy, must be produced and left at the office, to have the certificate of registry indorsed.

If a deviser shall die in *Great Britain*, his will is to be registered in six months after his death; but, if he die abroad, to be registered within three years.

In case the devisee in a will, by reason of any suppression, or contest respecting the will, or other difficulty, without a wilful default, shall be disabled to register within the time specified; then a memorial of such concealment, to be registered within two years after the death of such devisor dying in *Great Britain* or in the space of four years after the death of the devisor, if he shall die abroad; and a memorial to be registered within six months after a removal of the impediment.

If the will is suppressed, no purchaser shall be defeated, unless the will be registered in five years after the devisor's death.

Judgments.

No judgment, statute, or recognizance, (except &c.) to affect estates in *Middlesex*, but only from the time they shall be registered. Memorial to be upon stamped parchment. Certificate of the time of signing judgment, to be signed in K. B. by the secondary.

No judgment, statute, or recognizance, except such as shall be entered into, in the name, and on the proper account of his majesty, his heirs, and successors, which shall be obtained, or entered into, after the 29th of *September*, 1709, shall affect or bind any honors, manors, lands, tenements, or hereditaments, within the county of *Middlesex*, but only from the time that a memorial of such judgment, statute, or recognizance shall be registered. The form of which, see vol. i.

The memorial of a judgment is to be engrossed upon a stamped piece of parchment (for the purpose of making the affidavit hereafter mentioned), and is to contain.

1st. The court in which the judgment is obtained, and of what term.

2d. The names and additions (if any be in such judgment) of the plaintiffs and defendants.

3d. The sum or sums recovered by such judgment.

4th. The day and year on which such judgment was signed.

A certificate of the time of signing such judgment must be written underneath the memorial, at the distance of about an inch, which must be signed by the proper officer of the court wherein the judgment is obtained, who, in the court of King's Bench, is the deputy, or secondary, of the chief clerk, called the master of the King's Bench office, or his assistant, or, in their absence, the clerk of the dockets:

In the Common Pleas, the prothonotary, or his deputy; and

In the Exchequer of Pleas, the clerk of the Pleas, or his deputy.

Underneath such certificate, and at the distance of about an inch, must be engrossed an affidavit of seeing the proper officer sign such certificate, which affidavit

n C. P. by
he protho-
notary.
n the Ex-
chequer of
Pleas, by
the clerk of
the Pleas.
Affidavit of
seeing such
officer sign

must be sworn, either before a judge of the court where such judgment is obtained, or before a master in Chancery. For the form see *infra*.

the certificate, to be sworn before a judge of the court, or a master in Chancery.

Irish Deeds Registry Act.

By the Irish Deeds Registry Act, 3 Geo. IV., c. 116, all deeds, &c. to be registered in *Ireland*, the memorials whereof shall be proved in *England*, are by this act required to be proved before one of the commissioners extraordinary of the court of Chancery in *Ireland*, for taking affidavits in *Great Britain*; and it will be observed, that under the provisions of the said act, the registration will be effected without the inconvenience and risk attending the transmission of the deed to *Ireland*.

The act has accordingly directed "that a copy (upon unstamped paper or parchment) of the original memorial, shall (together with the deed and memorial) be produced to the commissioner, that the execution of the memorial shall be proved, and the copy verified upon oath, to be made before him by the witness to the said deed and memorial."

And it is to be particularly observed, that by the original *Irish* registry act, all deeds, conveyances, &c. *not duly registered*, are declared to be *fraudulent and void*, not only as against deeds and conveyances registered, but also as against all creditors by judgment, recognizance, &c.

The acts directs, "that the memorial to be registered shall be engrossed on vellum or parchment (1), addressed to the registrar (2), shall contain the date of the deed, names and additions of all the parties, and of all the witnesses thereto; also the names of the manors, lands, tenements, &c. which are in any way affected by such deed, in such manner as the same are described therein, or to the same effect." And it has further directed, "that such memorial shall be under the hand and seal of some or one of the grantors or grantees, their guardians or trustees, and attested by *two* witnesses, one of whom must be one of the witnesses to such deed or conveyance, and who shall prove upon oath the execution of the deed and memorial."

In case the party having occasion to register shall not have any agent or correspondent in *Ireland*, the commissioners, at their office, 9, *Southampton Buildings, Chancery Lane*, who are in direct communication

(1) The original memorial and affidavit are subject to *Irish* stamp duty, and the proper stamps are to be procured from Messrs. *Taunton and Chatham*, distributors of *Irish* stamps, and law stationers, *Lincoln's Inn Gateway, Chancery Lane*.

(2) To the registrar appointed pursuant to act of parliament for registering deeds, wills, &c. in *Ireland*.

with the Irish registrar of deeds, undertake to procure the immediate registration thereof.

• *Oath upon the original Memorial (1).*

THE above [*or within*] named of in
maketh oath that he is a subscribing witness to the deed,
of which the above [*or within*] writing is a memorial,
and saw the same duly executed by the named
and that he, this deponent, is also a subscribing witness
to the memorial, and saw the same duly executed
by the above [*or within*] named and saith, the name
 subscribed as a witness to the execution of the
said deed and memorial respectively, is the proper name,
and of the handwriting of this deponent; and this de-
ponent saith, that at, or immediately before the time of
his deposing hereto, he, this deponent, delivered the
said deed and memorial, together with a true copy of
the said memorial, to one of the extraordinary com-
missioners of the court of Chancery, in *Ireland*, for
taking affidavits in *Great Britain*, in the office of the
said in upon this day the day of
 one thousand eight hundred and
Sworn before me, in my office, in this }
 day of one thousand eight hundred and }
 { One of the extraordinary commissioners of
 the court of Chancery, in *Ireland*, for tak-
 ing affidavits in *Great Britain*.

Oath upon the Copy of the Memorial (1).

I of in make oath, that the above [*or within*] writing, is a true copy of a certain memorial which was duly executed by to which memorial this deponent is a subscribing witness; and which said memorial, this deponent, at the time of his deposing hereto, delivered, together with the deed, instrument, or writing, whereof the same is a memorial, to one of the extraordinary commissioners of the court of Chancery, in *Ireland*, for taking affidavits in *Great Britain*, in the office of the said in and this deponent at the same time, and therewith, delivered to the said the copy of the said memorial.
Sworn before me, in my office, in this }
 day of one thousand eight hundred and }
 { One of the extraordinary commissioners of the
 court of Chancery, in *Ireland*, for taking
 affidavits in *Great Britain*.

(1) To be written at the foot of, or indorsed upon, the memorial.

Of discharging Mortgages by Certificate.

IN case of mortgages, whereof memorials have been registered, if, at any time afterwards, a certificate shall be produced, under the hand of the mortgagee or mortgagees in such mortgage, his, her, or their *executors, administrators, or assigns*, and attested by two witnesses, whereby it shall appear, that all monies due upon such mortgage have been paid and satisfied in discharge thereof, the *witnesses* shall, upon *their oaths*, before the said registrar, prove such monies to be satisfied, or paid accordingly; and that they saw such certificate signed by the said mortgagee or mortgagees, his, her, or their *executors, administrators, or assigns*. The form of which oath see below.

Certificates to discharge a mortgage, to be under hand of mortgagee, &c. attested by two witnesses: who shall both swear to the signing of such certificate, and to the acknowledging of satisfaction.

N. B. In the county of *York*, the certificates are to be under the hands of both mortgagor and mortgagee.

“ You severally swear that you saw A. B. sign this certificate, and heard him, at the same time, acknowledge all monies due upon the within-mentioned mortgage, to be fully paid and satisfied.”

How in *Yorkshire*. Form of the oath to certificates.

Upon which, the said registrar shall make an entry, in the margin of the book wherein such mortgage shall be registered, that the same was satisfied and discharged, according to such certificate, and shall file such certificate, to remain upon record in the said register office. The form of such certificate, see vol. i.

Upon which the registrar will discharge the same in the book :

The registrar, upon producing the deed so to be discharged, will indorse his certificate thereupon, certifying the discharge of such mortgage, pursuant to the directions of the act of parliament.

and, upon producing the deed, will indorse a certificate of its being discharged.

In all cases where the mortgagee, or his representative, shall live in the country, an affidavit must be made.

For every matter of difficulty, the conveyancer will refer himself to the act itself; and, for the various forms of memorial, see vol. i.

ACCOMPT.

Accompt (from the latin word *computus*) is taken for a writ or action which lies against a bailiff or receiver, who ought to render an account to his lord or master, but refuseth. F. N. B. 116 Cowell.

The proceedings in this action being difficult, dilatory, and expensive, it is now seldom used, especially if the party have other remedy, as debt, covenant case,

or if the demand be of consequence and the matter of an intricate nature, for in such it is more advisable to resort to a court of equity, where matters of account are more commodiously adjusted, and determined more advantageously for both parties, the plaintiff being entitled to a discovery of books, papers, and the defendant's own oath; and on the other hand, the defendant being allowed to discount the sums paid or expended; to discharge himself of sums under 40s., by his own oath; and if by answer or other writings he charges himself, by the same to discharge himself, which will be good if there be no other evidence: further, all reasonable allowances are made to him, and if after the account is stated, any thing be due to him on the balance, he is entitled to a decree in his favour. 1 Bac. tit. Ac.

ACCOUNTS.

(1) *Allowance of an Account stated.*

THE above named A. B. and C. D. having this day stated the before mentioned account, do hereby reciprocally allow and approve of the same: the several vouchers in respect thereto being produced by the said C. D., and compared and carefully examined with the payments mentioned in the statement made by him, are found by the said A. B. to be correct, and are thereupon delivered up to the said A. B.: and further, the said A. B. and C. D. do hereby also mutually acknowledge that there is not, at this present time, any other

(1) This is no acknowledgment of the receipt of the balance, the same remains due. if the balance be paid, the acknowledgment of its payment must be upon a stamp, the value of which must be according to the amount. If it is in full of all demands the same must be upon a 10s. stamp, however small the sum. If the allowance include a release, the same must be upon a 1*l.* 15s. stamp. If mutual releases, there are two parts, and consequently several stamps.

Receipt Stamps.

2 <i>l.</i> and under 5 <i>l.</i>	0	2 <i>d.</i>	100 <i>l.</i> and under 200 <i>l.</i>	2s. 6 <i>d.</i>
5 —	10	0 3	200 —	300 4 0
10 —	20	0 6	300 —	500 5 0
20 —	50	1 0	500 —	1000 7 6
50 —	100	1 6	1000	10 0
Receipt in full of all demands				
				10 0

It is to be observed that a general receipt or acquittance, in full of all demands, will discharge all debts, except such as are on speciality, (viz.) bonds, bills, and other instruments *sealed and delivered*, on which account those can be destroyed only by some other specialty or equal force, such as a general release, or the like. Cro. Jac. 650.

account, claim, or demand whatever, to their knowledge or belief, subsisting or depending between them. In testimony whereof they have hereunto subscribed their names, the day of 1825.

Witness to the signing by the } A. B.
said A. B. and C. D. } C. D.

ACQUITTANCE.

ACQUITTANCE (*acquittance*) signifieth a release or discharge in writing of a sum of money, or debt due.

An acquittance is a discharge and bar in law to actions; and if one acknowledges himself to be satisfied by deed, it may be a good plea in bar, without any received, but an acquittance without seal is only evidence of satisfaction, and not pleadable. L. D. by Morg.

If the acknowledgment of the *consideration* in a deed is expressed to *have been previously* received, or if the consideration be of a sum of money due and owing to grantor, &c., or the like, it *will not be* necessary to endorse a receipt on the back of the deed, although sometimes done, as the acknowledgment in the body of the deed of the same, being the *consideration*, and in full, for the purchase of the subject of conveyance, it will be sufficient without such endorsement.

(1) *Acquittance for Purchase-Money in a Conveyance.*

RECEIVED on the day of the date of the within-written indenture, of and from the within-named A. B., the sum of *one thousand pounds*, being the full consideration money within-mentioned, to be by him paid to me } £.
(or us). } 1000
A. B.

Witness, E. F.
G. H.

(1) If the conveyance be effected by two modes, as lease, release and bargain and sale enrolled, the receipt on the release should refer to the receipt on the bargain and sale, but not *vice versa*, as the receipt on the bargain and sale need not refer to that on the release. Care should be taken to have this receipt properly endorsed, as the general acknowledgment in the body of the deed will not be evidence against any, but the grantor himself of the actual payment of the consideration money, in case the deed be disputed, or alleged as fraudulent or voluntary.

ACKNOWLEDGMENTS.

Acquittance from Vendors being Trustees under a Will from Purchasers, in equal Moieties.

WE, the within-named A. B., C. D., and E. F., parties to the within-written indenture, do hereby acknowledge to have had and received, on the day of the date of the within-written indenture, of and from the within-named G. H., and I. K., the sum of £. being the full consideration money within-mentioned, to be by them paid to us (viz.) one moiety thereof from the said G. H., and the other moiety thereof from the said I. K. (1).

Witness,

(1) If there are two releases, which is usually the case, the receipt must refer to each other; thus, "and for which said sum of £. 1 (or *re*) have also signed a receipt, in like manner, on the back of another such indenture of release within-written."

Of the Transfer of Stock.

WE, the within-named A. B. and C. D., do hereby severally acknowledge that the stock within-mentioned, hath been transferred to, and accepted by us upon the trusts within-mentioned.

Witness, J. M.
 N. O.

A. B.
C. D.

Receipt, where Consideration is Stock.

RECEIVED and accepted the day and year first within-written, of and from the within-named A. B., the transfer of the capital sum of reduced bank annuities, being the consideration within-mentioned to be transferred to me (or us). £. Reduced Annuities

ACKNOWLEDGMENTS.

Acknowledgment of Writings by a Mortgagee (1).

I, the above-named C. D., do hereby acknowledge to have had and received of, and from the above-named

(1) The above acknowledgment is usually given upon the mortgagor delivering up the title deeds to the mortgagee, and ought to

A. B. (*the mortgagor*). the several deeds, papers, and writings, mentioned and particularized in the *above-written or under-written (as the case may be) schedule*, and which relate to, and comprise, the hereditaments and premises so granted and released, (*or if the mortgage be by demise*) say so granted and demised, to me, in and by the above or undermentioned indentures of lease and release, of the and days of 1825; *or by the above or undermentioned indenture of* 1825, (IF BY DEMISE), as therein mentioned or expressed for securing the said sum of and interest: And I do hereby undertake and agree to return the same whole, safe, uncanceled, and undefaced, (fire, and other unavoidable accidents only excepted), on payment to me of the said sum of *l.* and interest, so secured as aforesaid. As witness my hand, this day of 1825.

be headed as "A schedule of the deeds, papers, and writings, relating to a certain *messuage*," &c., "*situate*," &c., "*the property of* A. B. [*the mortgagor*] in mortgage to C. D., for securing the repayment of the sum of *l.* and interest." Then schedule the deeds shortly in this form:—

17th and 18th May, 1825. Indentures of lease and release of these dates: the release made between A. B., of, &c., and C. D., of, &c., on the one part, and E. F. of, &c., the other part, being a conveyance to the said E. F., in fee simple. Then follows the acknowledgment signed and witnessed.

Acknowledgment of Writings received.

RECEIVED this day of of A. B., two several indentures, one of lease and the other of release, and both made between purporting to be a mortgage in fee from the said to the said of lands in for securing and interest, and also a bond for performance of the covenants contained in such mortgage: for which writings I promise to be accountable.

AFFIDAVIT.

AFFIDAVIT (the perfect tense of the verb *affido*, signifies in law an oath in writing, and to make affidavit of a thing, is to testify it upon oath. An affidavit generally speaking is an oath in writing, sworn before some judge or officer of a court, or other person who hath authority to administer such, to evince the truth of certain facts therein stated; and the true place of habitation, and true addition of every person who shall make an

affidavit is to be inserted in his affidavit. 1 Litt. Abr. 44, 46. 3 Black. 304.

If a person exhibits a bill in equity for the discovery of a deed, and prays relief, he must annex an affidavit to his bill, that he has not such deed in his possession or power, and that he knows not where it is, unless in the hands of the defendant; for, otherwise, he takes away the jurisdiction of the common law courts, without shewing any probable cause why he should sue in equity. 1 Chan. Cas. ii. 231. 1 Vern. 59, 180, 247. Mitford 52.

But if he seeks discovery of the deed only, or that it may be produced at a trial at law, he need not annex such affidavit to his bill, for it is not to be presumed that in either of these cases he would do so absurd a thing, to exhibit a bill if he had the deed in his possession. 1 Vern. 180. Mitford 52.

Affidavit of seeing Partners sign Notice of Dissolution of Partnership, signed by Partners for inserting same in Gazette.

R. H. C. of, &c., and I. R. of, &c., severally make oath and say. AND first this deponent, R. H. C., for himself saith, that he was present, and did see A. B. and W. B., severally sign their names to the notice of dissolution of partnership hereunto annexed. AND this deponent R. H. C. also saith, that the names A. B. and W. B., set and subscribed at the bottom of the said notice, are of the proper handwriting of the said A. B. and W. B. AND this deponent, I. R. for himself saith, he was present and did see M. N. sign her name to the said notice, and the name M. N. is of the proper handwriting of the said M. N.

Sworn by the above-named deponents }

R. H. C. and I. R., the day }
of 1825, before me }

If there are two or more deponents, it is material they be named in the jurat.

Affidavit of the Justification of Bail put in before a Commissioner.

Between { C. M. Plaintiff,
 and
 N. O. Defendant.

In the K. B. (C. P.) (or Ex.)

A. B. of, &c., and C. D. of, &c., the bail for the defendant in this cause, severally make oath and say: AND

first the said A. B., one of the deponents, for himself saith, that he is a housekeeper in aforesaid, and that he, this deponent, is worth the sum of (*double the sum sworn to*) over and above what will pay all his debts. AND the said C. D., the other of the deponents, for himself saith, that he is a housekeeper in aforesaid, and is worth the sum of (*double the sum sworn to*) over and above what will pay all his debts.

A. B.

C. D.

The above-named deponents, A. B. }
and C. D. were severally sworn }
at the city of (or at the }
town of in the county }
of) the day of 1825. }

Before me,

E. J.

A commissioner of the court of, &c.

(1) In the *jurat* of this affidavit it must be stated that they were severally sworn.

Affidavit of the due Acknowledgment of a Fine.

In the Common Pleas.

J. C. of the city of G. gent. one of the attornies of his majesty's court of K. B. or C. P., and one of the commissioners named in the writ of *dedimus potestatem*, for taking the acknowledgment of the fine hereunto annexed, maketh oath and saith, that he knows G. I. and E. his wife, the conuzors named in the said fine, and that the same was duly signed and acknowledged by them before this deponent, and I. A. gent. another of the commissioners named in the said writ, on the day and year mentioned in the caption thereof: AND that the said G. I., and E. his wife, and also this deponent and the said I. A., were at the time of the taking and acknowledging the said fine, all of full age and competent understanding; that the said E. J. was solely and separately examined apart from her said husband, and freely and voluntarily consented to and acknowledged the said fine, and that the said conuzors, and each of them, knew the same to be a fine to pass his, her, and their estate and estates. AND this deponent further saith, that the said I. A. is, as this deponent is informed, and verily believes, an attorney of his majesty's court of K. B. (or C. P.), at *Westminster*.

Sworn, &c.

Affidavit of Execution of Deeds.

A. B. of maketh oath that he, this deponent, did see the parchment writings, or indentures hereunto annexed, bearing date, &c., and also one other writing, bearing date, &c., and made or expressed to be made between, &c., signed, sealed, and delivered by C. D., &c., in the said writings named, and that he the said deponent subscribed his name to each of the said writings, as a witness to the execution and delivery thereof respectively.

Sworn, &c.

(1) Of Execution of Articles of Clerkship.

did see I. I., one of the attornies of his majesty's court of (2), and of severally sign, seal, and as their several acts and deeds, in due form of law, deliver certain articles of agreement, indented, bearing date the day of last, and made between the said I. I. of the one part, and the said K. L. of the other part, whereby it was agreed, that the said K. L. should well and truly serve the said I. I. as his clerk, in the business, profession, and practice of an attorney of his majesty's court of (3) for and during the term of five years, commencing from the day of the date of the said in part recited articles of clerkship; and that the same articles of agreement or clerkship, were duly executed by them the said parties, on the same day and year on which they bear date: AND this deponent further saith, that the names I. I. and K. L., set and subscribed opposite to the several seals affixed to the said in part recited articles of clerkship, are of the several and respective handwritings of the said I. I. and K. L., and that the name C. D. thereto set and subscribed as one of the subscribing witnesses to the execution of the said articles of clerkship, is the proper handwriting of him the said C. D., and that the other name A. B. thereto set and subscribed as the other subscribing witness to the execution thereof, is the proper handwriting of him this deponent.

Sworn, &c.

(1) This affidavit must be made by one of the subscribing witnesses, and sworn before a judge of that court whereof the attorney is admitted, and filed at the time the articles are registered.

(2) If of the Common Pleas, say "at *Westminster*."

(3) If of the Common Pleas, say "at *Westminster*."

(1) *Of Assignment of Articles of Clerkship.*

did see I. I. one of the attornies, &c., K. L. of and M. N. of one other of the attornies of his majesty's said court of severally sign, seal, and as their several acts and deeds in due form of law deliver a certain deed poll, or instrument in writing, bearing date, &c., indorsed on certain articles of agreement or clerkship, bearing date, &c., and made between the said I. I. of the one part, and the said K. L. of the other part, whereby [*here shortly recite the substance of the articles*], by which said deed poll or instrument, the said I. I. and K. L. did vacate and make void the said articles of agreement or clerkship; and the said I. I. did thereby assign and turn over the said K. L. to the said M. N., to serve him as his clerk during the remainder of the said term of five years, and the said M. N. did thereby agree to take him as his clerk, during the remainder of the aforesaid term of five years; and that the same deed poll, or instrument, was duly executed by the said I. I., K. L., and M. N., on the same day and year on which it bears date: AND this deponent further saith, that the name [*as in preceding affidavit*].

Sworn, &c.

(2) There is the like restriction as to time on the assignment of the articles.

Another Form of Affidavit of Execution of Articles.

IN the King's Bench or Common Pleas.

A. B. of gentleman, maketh oath and saith, that by articles of agreement, bearing date the day of last past, and made between *Robert Jones* of one of the attornies of his majesty's court of King's Bench, at Westminster, and a solicitor of the high court of Chancery of the one part, and *John Evans* of esquire, and *Richard Evans*, son of the said *John Evans*, of the other part; the said *Richard Evans*, for the considerations therein mentioned, did put, place, and bind himself clerk to the said *Robert Jones*, to serve him in the profession of an attorney at law, and solicitor in Chancery, from the day of the date of the said articles, for the term of five years, from thence next ensuing, and fully to be complete and ended, and which said articles were in due form of law, executed by the said *Robert Jones*, *John Evans*, and *Richard Evans*, in the presence of this deponent, and T. S. of gentleman, and that the names thereof are of the proper handwriting of this deponent, and the said T. S.

Sworn.

*Notice of intended Application for Admission
in K. B. (1).*

NOTICE is hereby given, that R. E. now (or lately) under articles of clerkship to *Robert Jones of, &c.* attorney at law, intends to apply next term, to be admitted an attorney of his majesty's court of King's Bench. Dated this day of 1825.

(1) This notice is to be affixed one whole term previously to the intended application for admission on the outside of the court of K. B. at Westminster.

*Affidavit of having duly served Time of Five
Years, and of the Notices being given.*

R. E. of, &c., gentleman, maketh oath and saith, that he hath actually, and really, served and been employed by *Robert Jones of, &c.*, as his clerk, in the practice of an attorney and solicitor, from the day of in the year 18 being the day of the date of certain articles of clerkship, made between the said *Robert Jones* of the one part, and J. E. therein described, and this deponent the said R. E., son of the said J. E. of the other part, for the full term of five years, pursuant to the articles hereto annexed, and saith that he did previously to last term, affix notices in writing, containing the name and place of abode of him this deponent; and also the name and place of abode of the said *Robert Jones*, in the *King's Bench* or *Common Pleas* office, and on the outside of the court of *King's Bench* or *Common Pleas*, at Westminster Hall, and that the same remained there the whole of the term, and were not pulled down or defaced according to the best of this deponent's knowledge and belief: And that he did also previously to the same term, enter the like names and place of abode, in the book kept for that purpose at the chambers of each of the judges of his majesty's court of *King's Bench* or *Common Pleas*. And that such notices and entry in the books above mentioned, purported that it was the intention of the said R. E., to apply the then next term, to be admitted an attorney of this honorable court (1).

Sworn, &c.

(1) If the master or agent gave the requisite notices, they should join in the affidavit with the clerk, in respect only to the notices, or there may be two affidavits.

Affidavit of Payment of the Duty by Clerk.

R. E. of gent. maketh oath and saith, that the duty of 120*l.* imposed on articles of clerkship, by an act of parliament made and passed in the 55th Geo. III., was paid on certain articles of clerkship, made between *Robert Jones* of of the one part, and *John Evans* of and this deponent R. E., son of the said *John Evans* of the other part, bearing date the day of 18 as appears by the stamp affixed on the said articles: and this deponent further saith, that the said articles were executed on the day of the date thereof, and were duly registered on the day of as appears by the certificate of thereon Signed.

Sworn, &c.

Between { L. M. Plaintiff
 and
 N. O. Defendant.

Affidavit of the due taking of Bail before a Commissioner in the Country (1).

In the K. B. { A. B. of, &c. maketh oath and saith,
 C. P. { that the recognizance of the bail or bail
 or Ex. { piece hereunto annexed, was duly taken
and acknowledged by E. F. of, &c., and G. H. of, &c.,
(describing them as in bail piece) the bail therein named
before esq. the commissioner who took the same
in this deponent's presence, the day of instant
(or last past).

Sworn, &c.

(1) Note, this affidavit is made before a commissioner, not being the person who took the bail, and the same annexed to the bail piece, this form will serve whether King's Bench, Common Pleas, or Exchequer, and as likewise the form of the affidavit of justification. Pa. 33.

AGREEMENTS.

AN agreement, is the consent of two or more persons, concerning the one parting with, and the other receiving some property, right, or benefit. 1 Bac. Abr. tit. Agr.

And it is defined to be *aggregatio mentium in aliqua facta vel facienda*, and it ought to be so certain and complete, that each party may have an action upon it.

To an agreement or contract, there is not any prescribed form of words; but such words as shew the assent of the parties are sufficient, so as the agreement be certain and complete (1), and therefore it is not material by which of the parties the words of the agreement or contract are used, if the assent of the other appears. Plowd. Com.

It is rendered essential by the statute of 29 Car. II., c. 3, usually called the statute of frauds, that upon the sale or purchase of lands, tenements, or hereditaments, the agreement must be in writing, and signed by the party to be charged therewith, or by some other person by him thereunto lawfully authorised; but a verbal authority will be sufficient for the agent authorised.

The agreement should contain all the terms, such as the names of the parties, the estate to be sold, and the consideration to be given for it; as nothing can be supplied by parol evidence, with a few exceptions. If the party resisting the contract, admit the agreement in his answer upon a bill filed for a specific execution of a parol agreement, and do not claim the benefit of the statute, or insist on any fraud, in such case the court will decree a specific execution, there being no danger of perjury, which statute was principally intended to prevent.

Inadequacy of price, simply, and of itself, independently of any other circumstance, is not a ground with the court to annul an agreement, though executory, still less is it a ground to rescind one already executed, and in *Heathcote v. Pagnon*, 2 Bro. Ch. Rep. 167, Lord Thurlow admitted that mere inadequacy of price was scarcely sufficient, but said that there was a difference between that, and evidence arising from inadequacy, if there is such inadequacy, as to shew that the person did not understand the bargain he made, or was so oppressed that he was glad to make it, knowing its inadequacy, it will shew a command over him, which may amount to fraud. 1 Fonb. 128.

(1) As sometimes controversies happen between vendors and purchasers, in respect to the exact terms upon which either party can insist upon the other performing his part of the contract, or rather relative to the true construction of the same, renders it necessary, that every point, whether at law or of practice, which by probability may arise, should be embraced and provided for by the articles. Hence the following forms will be found to be more full and particular than those which the student has yet met with in a work of this kind.

Agreement for the Purchase of a Freehold Estate.

AN AGREEMENT made and entered into the day of 18 between (1) [*vendor*] of for himself, his heirs, executors, and administrators of the one part, and [*purchaser*] for himself, his heirs, executors, and administrators of the other part.

The said [*vendor*], in consideration of the sum of paid to him by the purchaser, at, or before the execution of this agreement. And of the further sum of to be paid at the time hereinafter mentioned, doth agree to sell, and the said [*purchaser*] doth agree to purchase. All(2) [*here describe the estate intended to be purchased*]. AND the said [*vendor*] doth hereby agree, that he will forthwith, at his own expence, make out and deliver unto the said [*purchaser*], or his solicitor, on or before the day of next, an abstract of his title to the said (*premises contracted for*) and will at his own expence, deduce a clear title thereto. AND also that he the said [*vendor*] or his heirs, and all other necessary parties shall and will, on before the day of next, on receiving from the said [*purchaser*], his heirs, executors, administrators, or assigns, the said sum of as hereinafter is mentioned, at the costs, charges, and expences of the said [*purchaser*], his heirs, executors, administrators, or assigns, by such conveyances and assurances in the law as the said [*purchaser*], his heirs and assigns, or his or their counsel in the law, shall advise and require, well and sufficiently grant, release, convey, or otherwise assure all and singular the said [*premises*], with the appurtenances, and the fee simple and inheritance thereof, unto, and to the use of the said [*purchaser*], his heirs, appointees, and assigns, or to whom he or they shall direct or appoint free from all incumbrances (3), except a chief rent of payable

(1) If the contract is entered into by the attorney, or agent of the vendor or purchaser, say "between the [*vendor*] for himself, his heirs, executors, and administrators, by A. B. of, &c., his attorney or agent lawfully constituted in this behalf," and so *mutatis mutandis*, where the agent is appointed on behalf of the purchaser. If the agent be a party in his own name, and covenants "for and in behalf" of his principal, and signs his own name in the character of such agent, it subjects him to a personal responsibility for the performance of the contract by his principal. See *Appleton v. Banks*, 5 East Rep. 148.

(2) If the contract be for purchase of a remainder or reversion, say "the remainder or reversion of him the said [*vendor*], expectant upon the decease of, &c. (as the case may be, of and in) A.C., &c.

(3) If the vendor be entitled to a moiety only, or other portion of the estate, say "the full undivided moiety or half part or share, (or

AGREEMENTS.

in respect to the said premises to if any such be due). IN CONSIDERATION WHEREOF, the said [*vendor*] doth hereby agree with the said [*purchaser*], that he the said [*purchaser*], his heirs, executors, administrators, or assigns, will on or before the day of on a good title to the said [*parcels*], being ready to be made to him, and on the execution of such conveyances and assurances as aforesaid; pay or cause to be paid unto the said [*vendor*], his executors, administrators, or assigns, the said sum (1) of which with the sum of paid to the said [*vendor*] as aforesaid, is the full consideration money agreed to be given for the absolute purchase of the fee simple, and inheritance of the said [*parcels*].

AND it is hereby also agreed, that the expences of this agreement shall be borne by the parties hereto equally, and that the expences of all such conveyances and assurances as aforesaid, and all attested copies of deeds which shall be required by the said [*purchaser*], shall be defrayed by him. But the expence of any fine or fines which may be necessary, shall be levied or suffered at the expence of the said [*vendor*]: And that the said purchaser shall be entitled to the possession of the said hereditaments, from the said day of And if the conveyance shall not be executed by the necessary parties, and the said purchase money paid on or before the said day of the said purchaser shall pay interest for the purchase money, remaining unpaid unto the said [*vendor*] after the rate of per cent. per annum: And lastly, it is hereby agreed, that if the said [*vendor*] shall not be able to make out a good title to the said hereditaments, this agreement shall be void, and the deposit money returned to the said [*vendor*] with interest for the same, after the rate aforesaid. IN WITNESS whereof the said parties to these presents, have hereunto set their hands and seals the day and year first above-written (2).

*other part of him the said [*vendor*] of and in all, &c., or all that one undivided third part or share of him the said [*vendor*], the whole into three equal parts or shares, being considered as divided of and in, as the case may be.*

(1) Transfer of stock.—If consideration be of transfer of stock, say, “upon the capital sum of 3 per cent consolidated bank annuities, being transferred into the name, and for the use of the said [*purchaser*] in the books of the governor and company of the bank of England.

(2) Agent.—If by agent, IN WITNESS, &c. the said [*vendor*] or [*purchaser*] hath hereunto by the said [*agent*], as his said attorney or agent. Set, &c. and subscribe the principal's name,

Vide attestations and testimoniums.

Another Form of an Agreement for the Purchase of a Freehold Estate (1).

AGREEMENT made and entered into, this day
of 1825, between [*vendor*] for himself, his
heirs, executors, and administrators of the one part,
and [*purchaser*] for himself, his heirs, executors,
and administrators of the other part, as follow, viz.
The said [*vendor*] doth hereby agree with the said
[*purchaser*] to sell him all [*describe parcels*] for the
price or sum of AND that he the said [*vendor*] will
within months from the date hereof, at his own
expence, make and deliver unto the said [*purchaser*] or
his solicitor, an abstract of the title of him the said [*ven-*
dor] to the said [*parcels*], and will also at his own ex-
pence deduce a clear title thereto. AND also that he
the said [*vendor*], or his heirs, and all other necessary
parties, shall and will, on or before the day of
next, on receiving of and from the said [*purchaser*], his
executors or administrators, the said sum of at the
costs and charges of him the said [*purchaser*], his heirs,
executors, administrators, or assigns, execute a proper
conveyance for conveying and assuring the fee simple
and inheritance, of and in all [*parcels*], with the appur-
tenances unto the said [*purchaser*], his heirs or assigns, or
as he or they shall direct or appoint, free from all incum-
brances whatsoever: AND the said [*purchaser*] hereby
agrees with the said [*vendor*], that he the said [*purchaser*],
his heirs, executors, administrators, or assigns, shall and
will, on the execution of such conveyance as aforesaid,
pay the sum of unto the said [*vendor*], his executors
or administrators. AND it is hereby further agreed, by
and between the said [*vendor*] and [*purchaser*], as fol-
lows, viz.; that the conveyance shall be prepared by,
and at the expence of, the said [*purchaser*], and that the
same shall be settled and approved of on the part of the
said [*vendor*] and [*purchaser*], by their respective coun-
sel or solicitor; and that each of them, the said [*vendor*]
and [*purchaser*], shall pay the fees of his own counsel;
and that all rates, taxes, and outgoings, payable for, or
in respect of the premises to the said day of
shall be paid and discharged by the said [*vendor*], his
executors, or administrators; that the said [*purchaser*]
shall have and take the rents and profits of the said pre-
mises, from the said day of AND lastly,
that if the said conveyance shall not be executed and
perfected by the necessary parties, and the purchase

(1) See the variations of the preceding precedent.

money paid on or before the said day of then and in such case, the said [*purchaser*], his heirs, executors, or administrators, shall from the said day of pay interest for the said purchase money, unto the said [*vendor*], his executors or administrators, after the rate of 5 per cent. per annum. IN WITNESS, &c.

An Agreement for the Purchase of a Copyhold.

ARTICLES OF AGREEMENT entered into this day of 18 between the [*vendor*] for himself, his executors, and administrators, of the one part, and [*purchaser*], for himself, his heirs, executors, administrators, and assigns, of the other part.

First, the said [*vendor*] doth hereby agree to sell, and the said [*purchaser*] doth hereby agree to purchase, at the sum of £. to be paid as is hereinafter mentioned, All that customary or copyhold messuage, &c., situated, &c., with the rights, members, and appurtenances to the same belonging. And the said [*vendor*] doth promise and agree that [*here let the vendor covenant to deliver abstract and deduce a good title in a given time ; and that on payment of the purchase money, to execute conveyance in these words :—"make and execute proper surrenders, conveyances, and assurances of the inheritance in fee simple in possession, or according to the custom of the manor, at the expence of the purchaser," (of all and singular the premises)*]. IN CONSIDERATION WHEREOF the said purchaser, [*here add a covenant for payment of purchase money*], "*on making and perfecting of such surrenders, conveyances, and assurances,*" &c. and stating the time the purchaser shall be entitled to the rents. IN WITNESS, &c.

An Agreement for letting a Messuage, Mill, Lands, and Premises, with Fixtures and Machinery.

ARTICLES OF AGREEMENT, &c., between A. B. of, &c., of the one part, and B. C. of, &c., of the other part.

First, the said A. B. in consideration of the rents, covenants, and agreements hereinafter mentioned, and on the part of the said C. D., his heirs, executors, and administrators, to be paid, kept, done, and performed, doth hereby for himself, his executors, administrators, and assigns, covenant and agree to and with the said C. D., his executors and administrators, that he the said A. B., his heirs and assigns, shall and will let to the said C. D., All that messuage or tenement, with the water corn mill, outbuildings, and premises thereunto

Agreement
to let.

Heredita-
ments
agreed to
be let.

belonging, now in the occupation of E. F. And also all the fixtures, machinery, and things now set up, affixed, or fastened, on or about the same premises, and more particularly mentioned and described in a certain schedule or inventory hereunto annexed, or hereunder written. Together with the several pieces or parcels of land to the said messuage and mill belonging, and usually held with the same, called the, &c. Together with all outhouses, edifices, buildings, flems, dams, weirs, pounds, pools, sluices, floodgates, ways, waters, water-courses, profits, privileges, hereditaments, and appurtenances whatsoever to the same belonging. To HOLD the said messuage or tenement, mill, fixtures, machinery, pieces or parcels of land, hereditaments, and premises, unto the said C. D., his executors, and administrators, from the 25th day of March instant, for the term of *one year*, at the net yearly rent of, or sum of, 200*l.*, payable quarterly, on the 24th day of June, the 29th of September, the 25th of December, and 25th day of March; the first payment to begin and be made on the 24th day of June. AND the said C. D. for himself, his heirs, executors, and administrators, doth hereby covenant, promise, and agree with and to the said A. B., his heirs and assigns, in manner following—that is to say, that he the said A. B., his heirs, executors, and administrators, shall and will take the before mentioned mill, with the fixtures, machinery and things, with the lands and hereditaments belonging, at the said rent or sum of 200*l.*: and also shall and will pay and cause to be paid to the said C. D., his heirs and assigns, the said rent or sum of 200*l.*, at the times and in manner hereinbefore appointed for the payment thereof. AND SHALL and will pay and discharge the land tax, if any: and all and all manner of other taxes, charges, assessments, and impositions whatsoever, which now are, or shall be, taxed, charged, assessed, or imposed, for, or in respect of, the said premises, during the said term hereby granted. And also shall and will, during the said term, at his and their own costs and charges, well and effectually repair, amend, maintain, support, cleanse, and keep in repair the said messuage or tenement, water corn mill, ponds, pools, sluices, stiles, hedges, ditches, and fences, belonging to the said premises. AND the same so well and sufficiently repaired, amended, supported, and kept in repair: together with the said fixtures, machinery, and things. And all such other materials and things which now are, or during the said term, shall be by the said A. B., his heirs or assigns set up and affixed to and upon the said premises,

Term.

Annual rent payable quarterly.

Covenant to take premises,

and pay taxes.

and to repair premises.

Power for
landlord to
enter to
view re-
pairs.

and to give
notice of
default and
decays,
and if not
repaired in
one month,
to have
same done
and recover
same as
liquidated
damages or
otherwise in
default of
payment.

Not to as-
sign.

To spend
muck on
premises.

in as good plight and sound condition as the same now are: the same having been viewed by G. H., of, &c. millwright. AND it is hereby agreed between the said parties hereto, that it shall and may be lawful to and for the said A. B., his heirs or assigns, or his or their agents, or workmen, at all reasonable times during the said term, to come into and upon the said premises, and every part thereof, to view the state and condition of the same; and if upon such view or examination there be found any defaults, decays, or want of reparation, to give or leave notice thereof to the said C. D., his executors or administrators, to repair and amend the same. AND if upon such view or examination there be found any defaults, decays, or want of reparation, to give or leave notice thereof to the said C. D., his executors or administrators, to repair and amend the same within the space of one calendar month then next afterwards; and that within which said time the said C. D., his executors, administrators and assigns, shall and will effectually and substantially repair and amend the same accordingly. And in case the said C. D., his executors, administrators, or assigns, shall neglect to repair and amend, or cause or procure to be repaired and amended the same within the time directed by such notice, it shall be lawful for the said A. B., his heirs or assigns, to cause to be repaired and amended the same, and to charge the costs and expences attending the same to the said C. D., his executors or administrators; and that he the said C. D., his executors, administrators, and assigns, shall and will pay the amount thereof to the said A. B., his executors, administrators, or assigns, at the first of the said quarterly rent days which shall next happen after the same shall have been so repaired by the said A. B., his heirs, executors, administrators, or assigns, as aforesaid. And in default thereof it shall be lawful for the said C. D., his executors, administrators, or assigns, to recover the same by distress, or any other means by which rents are recoverable by law. AND ALSO that he the said C. D., his executors and administrators, shall not, nor will, without the licence of the said A. B., his heirs or assigns, in writing, for that purpose first had and obtained, to assign over the said hereditaments and premises, or any part thereof, during the term hereby granted to him, or agreed so to be, but shall and will during the said term cultivate and improve the said lands, hereditaments, and premises, in a proper husbandlike manner; and shall spend and bestow on the said demised premises, all the hay, straw, fodder, muck, dung, soil, and compost that shall be received, gathered, and made

thereon during the said term. And shall not, nor will, plough nor break up any of the meadow or grass land belonging to the said premises. And shall not, nor will, mow or take more than one crop of grass or hay off the said premises during the said term. AND in case he the said C. D., his executors, or administrators, shall act contrary to the beforementioned agreements in this behalf, or at any time break up the meadow or grass land, so agreed to be let as aforesaid, then, and in that case, he or they shall and will pay or cause to be paid to the said C. D., his heirs or assigns, when the same shall be by him or them demanded, for every acre of the said land so ploughed or broken up, an additional rent of 50*l.* per acre, over and above the rent reserved; and such reserved rent to be in the nature of liquidated damages, and not by way of penalty; to be recovered as such in any court of law or equity, or by distress, according to the usual course of remedy by distress for rent in arrears as to the said C. D., his heirs or assigns shall meet. AND SHALL and will, at the end of the said term, leave all the dung and manure that shall have been made, or shall be on the said premises, for the use of the said A. B., his heirs or assigns, or the coming in tenants of the said premises, without being allowed any thing for the same; and also shall and will, at the end of the said term, leave all the hay which shall be on the said premises, for the use of the said A. B., his heirs or assigns, upon being paid by him or them a reasonable sum for the same: and in case of disputes as to such value, the same to be affixed by arbitration as hereinafter mentioned. AND shall and will, during the said term, keep open and clear all the drains and water courses in and upon the said lands and premises, and every part thereof in a good and husbandlike manner. AND SHALL also keep a dog for him the said A. B., his heirs or assigns, or any persons whom he may appoint.

AND the said A. B. doth hereby for himself, his heirs, executors, and administrators, covenant and agree with and to the said C. D., his executors or administrators, that he the said C. D., his executors and administrators, performing the covenants and agreements hereinbefore contained, on his and their part and behalf to be done and performed, shall and may peaceably hold the said hereditaments and premises for the term of one year, without any hindrance or interruption whatsoever by the said A. B., his heirs or assigns, or any person or persons whomsoever. *[Here was added a clause of arbitration in respect to any difference happening as to the value of the hay at the end of the term.]* IN WITNESS, &c.

Not to break up grass lands, nor to mow but one crop of grass.

to pay 50*l.* for every acre of grass land broken up, as additional rent :

to leave dung on premises at the end of term ;

and leave all the hay, &c.

to cleanse drains :

to keep a dog :

to peaceably enjoy on performing covenants.

Clause of arbitration in respect to the hay.

For Purchase of a Leasehold Estate.

ARTICLES OF AGREEMENT indented and made the
 day of between A. B., of, &c. for and
 and on the behalf of of the one part, and
 C. D. of the other part.

WHEREAS, the said C. D., hath agreed with the said
 A. B. on behalf of the said for the purchase of
 the messuage or tenement (formerly two messuages or
 tenements), and the stables, yards, and appurtenances
 to the same belonging, and which are hereafter more
 particularly mentioned and described, for the remainder
 of a term of years, granted by his late majesty
 king George the third, by letters patent, bearing date the
 day of subject to the yearly rent of
 reserved and made payable to his said majesty, his heirs
 and successors, and the said is to give for such pur-
 chase the sum of NOW THESE PRESENTS WITNESS,
 that for and in consideration of of lawful money,
 &c. to be paid by the said to the said A. B. at
 the time and manner hereinafter mentioned, he, the said
 A. B., for and on the behalf of the said his executors
 and administrators, doth hereby covenant, promise, and
 agree to and with the said C. D., his executors, adminis-
 trators, and assigns, that he the said (1) and all and
 every other person or persons, having, or lawfully claim-
 ing any right, title, or interest, of, into, or out of the
 messuages and premises hereinafter mentioned and de-
 scribed by, from, or under him, shall and will, on or
 before the day of next ensuing the date hereof,
 by such good and effectual assignments and assurances
 in the law, as the counsel of the said C. D., his executors,
 administrators, or assigns, shall advise and think proper,
 assign, transfer, and assure, or cause to be assigned,
 transferred, and assured, at the costs and charges of the
 said C. D. his executors, administrators, and assigns,
 ALL, &c. To hold the said messuages and premises
 unto the said C. D., his executors, administrators, and
 assigns, for and during all the rest, residue, and re-
 mainder of the said time or term of years, by the
 before mentioned letters patent granted, and subject to
 the several covenants, conditions, and agreements, which
 on the part and behalf of the said is or are therein
 contained; AND the said C. D., for himself, his heirs,
 executors, or administrators, doth hereby covenant, pro-

(1) Here may be inserted, that [*vendor*] will deliver an abstract,
 and deduce a good title in a given time. See precedent, p. 39.
 Then follows the covenant to assign.

mise, and agree to and with the said A. B., his executors and administrators, that he the said C. D., his executors and administrators, shall and will, on or before the day of next, well and truly pay, or cause to be paid unto the said his executors, administrators, or assigns, the sum of of lawful, &c., or otherwise shall and will effectually secure the same, to the satisfaction of the said his executors or administrators, on or before the day of next ensuing the date hereof, and which will be in the year of our Lord with interest for the same, to be computed from the day of next ensuing the date hereof, after the rate of per cent. per annum for each free from all deductions whatsoever: AND the said A. B. for and on the behalf of the said doth hereby covenant and agree, that immediate possession of the said house and premises shall be delivered up to the said C. D., he the said his workmen, servants, and agents, having full and free liberty to come into and upon the said premises, to take and carry away all the goods, furniture, glasses, books, book-cases, shelves, and effects whatsoever, of the said other than such part thereof as shall be agreed upon by and between the said and the said C. D., to be left to the use of the said C. D., his executors or administrators, he the said C. D., for himself, his executors or administrators, hereby covenanting and agreeing to pay unto the said his executors or administrators, such price, or sum of money as the same goods shall be appraised, or valued at, by two indifferent persons, the one to be chosen by and on the part of the said and the other on the part of the said C. D., his executors or administrators. IN WITNESS, &c.

C. D. covenants to pay the consideration money.

The possession to be given immediately to C. D., reserving a power to A. B., &c. to enter and remove the furniture, &c.

Sealed and delivered, &c.

Short Form for Purchase of Copyhold Estate.

AGREEMENT, &c. between A. B. of the one part, and C. D. of the other part, as follows:

The said A. B. doth hereby, for himself and his heirs, covenant, promise, and agree, to and with the said C. D. and his heirs, that he, or his heirs, shall and will, for the consideration hereinafter mentioned, upon the day of now next ensuing, convey, surrender, and assure unto, or to the use of the said C. D. and his heirs for ever, or unto such other person or persons as he or they shall direct, at his or their costs and charges, according to the custom of the manor whereof the same is holden, by good and effectual surrender, or by such other lawful ways and means as the said or his heirs, or his or

their counsel, shall devise, ALL THAT COPYHOLD MESSUAGE, &c., free from all incumbrances, except the rents, suits, and services due and payable to the lord, or lords of the manor, whereof the same are holden.

Add a covenant for payment of the purchase money.

For Lease of a House with the Use of the Furniture.

ARTICLES OF AGREEMENT, &c. between A. B. of
" the one part, and C. D. of the other part, as follow :

A. B. covenants to demise the house,

with the use of the furniture.

The lease to contain a covenant for payment of the rent ; —and that A. B. shall bear his proportion as to the repair of the common sewer ; that C. D. shall keep the premises in repair :

The said A. B. doth hereby, for himself, his heirs, executors, and administrators, covenant, promise, and agree, to and with the said C. D., his executors and administrators, that he the said A. B., his heirs, executors and administrators, shall and will, within the space of months, now next ensuing, well and effectually, by indenture, demise, lease, set, and to farm let, unto the said C. D., his executors and administrators, ALL that messuage, &c., together also with the use of all and singular the furniture, in and belonging to the said messuage or tenement, mentioned and comprised in the schedule or inventory hereunto annexed, and signed by the said A. B. To HOLD the same unto the said C. D., his executors and administrators, for the term of, &c., at and under the yearly rent of, &c., clear from all taxes, rates, and assessments whatsoever, (except the land tax,) the first payment thereof to be made, &c. AND it is hereby agreed, by and between the said parties to these presents, that in such indenture of lease, there shall be contained a covenant on the part and behalf of the said C. D., his heirs, executors, and administrators, for payment of the said yearly rent accordingly. AND also covenants that the said A. B., his executors and administrators, shall and will, during the term, bear and pay his and their full proportion and share of the charge and expence of cleansing and keeping in repair the common sewer, or drain for carrying off the water in street aforesaid : AND also that the said C. D., his executors and administrators, shall and will keep the messuage and premises intended to be leased, and also the furniture mentioned and comprised in the schedule or inventory hereunto annexed, during the said term, in as good plight and condition as the same are now in, and so deliver up the same, together with the several fixtures to the premises belonging, at the end or other sooner determination of the said term (reasonable use and wearing thereof only excepted) : And that he the said C. D., his executors or administrators, shall not,

nor will at any time or times during the said term, in and by the said indenture of lease intended to be demised, remove, or cause or suffer to be removed from out of the said messuage or tenement and premises, any of the furniture or fixtures affixed, on any account whatsoever. And further, that he the said C. D., his executors or administrators, shall not, nor will assign (1) or let the said premises, or any part thereof, to any person or persons whomsoever, without the consent of the said A. B., his executors or administrators, first had and obtained under his or their hand or hands, in writing, for that purpose; or use, or exercise, or permit, or suffer any person whomsoever to carry on or exercise the trade or business of a butcher, &c., or any of them, or any other noisome or offensive trade or business whatsoever, in or upon the said messuage or tenement, and premises intended to be demised, or any part thereof: And also a proviso for re-entry on the premises on non-payment of the said yearly rent by the space of twenty-one days next after the same shall become due, or on non-performance of any of the covenants to be contained in the said lease, on the lessee's part to be performed, and all other usual and reasonable covenants; and that there shall also be contained in the said lease, a covenant on the part of the said A. B., his heirs, executors, and administrators, for quiet enjoyment of the said premises by the said C. D., his executors and administrators, during the said term, upon payment of the said yearly rent, and performance and observance of the covenants, in such lease to be contained, on his or their parts to be performed and kept. And the said C. D., for himself, his heirs, executors, and administrators, doth covenant, &c., to and with the said A. B., his executors and administrators, that he the said C. D., shall and will accept of such lease as aforesaid, upon the terms and conditions above specified, and execute a counterpart thereof, and also shall and will bear and pay the expence of these presents, and of such lease and counterpart thereof, and employ such person as the said C. D. shall direct, to prepare such lease and counterpart. IN WITNESS, &c.

Sealed and delivered, &c.

(1) Where it is intended that the lessee shall not assign without licence, a covenant for that purpose should be expressly required in the future lease; for if an agreement be entered into to make a lease upon common and usual covenants, such covenant against assignment will not be included. 3 Cro. Chanc. Cas. 632. Henderson v. Hay.

For Purchase of a Reversion after Lease for Years.

all that messuage, &c., now in the tenure or occupation of which he holdeth by lease from the said determinable at the expiration of years, and the reversion and reversions, remainder and remainders, of all and singular the said premises, and every part and parcel thereof, and all the rents, issues, and profits whatsoever arising therefrom, and also all the estate, right, title, interest, inheritance, expectancy, use, profit, claim, and demand whatsoever of him the said of, in, or to the said premises, and every or any part thereof.

To erect Buildings.

ARTICLES OF AGREEMENT, had, made, agreed, and fully concluded upon the day of, &c., between A. B. of the one part, and C. D. of the other part, as follow :

1st. The said A. B. for himself, his heirs, executors, and administrators, doth hereby covenant, promise, and agree to and with the said C. D., his executors, administrators, and assigns, that he the said A. B., his executors or administrators, shall and will, on or before the day of now next ensuing, in consideration of the sum of of lawful money, &c. to be paid to him at the time hereinafter mentioned, build and completely finish upon ground belonging to the said C. D., at the several edifices and buildings set forth in the schedule, proposal, or estimate hereunder written, and also do perform, and execute, or cause and procure to be done, &c., all and singular the works also mentioned in the said schedule, &c. hereunder written, and according to the plan and elevation signed by the said A. B., the same to be done within the time aforesaid, (except the whitewashing of the plaistering, which is not to be done till after the aforesaid works are finished) in a good workman-like substantial manner, and to the good liking and satisfaction of builder, or any other surveyor which the said C. D. shall for that purpose name and appoint, to be testified by a writing, or certificate under the hand of the said or such other person or surveyor : AND also, shall and will find and provide good, proper, and sufficient materials of all kinds, whatsoever, for erecting the said edifices and buildings, and completely finishing the said works, buildings, and erections. AND it is further agreed by and between the said parties, that if the said A. B., his executors or administrators, shall in any manner neglect or be guilty of

and find
materials at
his own
costs.

If A. B. be
guilty of
neglect,
C. D. may

any delay whatsoever in the building, finishing, and completing the said works, erections, and buildings so contracted by the said A. B., to be done as aforesaid, and the said C. D. shall give or leave notice in writing of such neglect or delay at the place of abode of him the said A. B., his executors or administrators, that then and in such case it shall and may be lawful for the said C. D., his executors or administrators, within the space of days after such notice given or left as aforesaid, (in case the said A. B., his executors or administrators, shall not, according to the direction of the said or proceed on the completion of the said works, in pursuance of the said notice), to purchase proper and sufficient materials, and also to employ a sufficient number of workmen to finish and complete the said edifices, buildings, works and erections, and that the said C. D., his executors, administrators, and assigns, shall and may deduct and retain to themselves the costs of such materials, and all such sum and sums of money as he or they shall pay to such workmen for the completion of such buildings, &c., out of the money that shall be so due to him the said A. B., in pursuance and by virtue of the said agreement: And that the said A. B., his executors or administrators, shall not, or will in any manner, do, or cause or procure to be done, any act, matter, or thing whatsoever to prevent or hinder the said person or persons so to be employed by the said C. D., his executors, administrators, or assigns, from completing and finishing the said edifices, &c. and other the said works, in pursuance of the said covenant, or in using the materials which shall be provided for the doing of the same, or any ways molest, or cause to be molested, the said C. D., his executors, administrators, or assigns, or any person or persons employed by him or them in the doing thereof.

give notice, and (in case A. B. does not proceed) may purchase materials, and employ workmen, &c.

and retain the charges.

And the said C. D. doth hereby, for himself, his heirs, executors, and administrators, covenant, promise, and agree to and with the said A. B., his executors and administrators, that he the said C. D., his executors, administrators, and assigns, shall and will well and truly pay or cause to be paid unto the said A. B., his executors, administrators, or assigns, the sum of of lawful, &c., within days next after the said edifices, buildings, works, and erections, shall be completely built, done, and finished. PROVIDED ALWAYS, and it is hereby agreed and declared by and between the said parties to these presents, that in case the said C. D., his executors, administrators, or assigns, shall direct any more work to be done in or about the said

C. D. covenants to pay the money when the buildings shall be finished;

with proviso for extra-work:

AGREEMENTS.

And if the
work be
diminished,
A. B. shall
abate.

Disputes to
be referred
to arbitra-
tion.

buildings and premises, than what is contained in the said schedule hereunder written, that then and in such case the said C. D., his executors, administrators, or assigns, shall pay or cause to be paid unto the said A. B., his executors, administrators, or assigns, so much money as such extra-work shall be worth, upon a reasonable valuation: And in case it shall be thought proper, by the said C. D., his executors, administrators, or assigns, to diminish or omit any part of the work in the said schedule hereunder written, that then and in such case the said A. B., his executors, administrators, or assigns, shall deduct and allow out of the money agreed to be paid by him the said C. D. as aforesaid, so much money as the work so to be diminished or omitted shall amount unto, upon a reasonable valuation, any thing hereinbefore contained to the contrary notwithstanding. AND lastly, it is hereby covenanted and agreed, by and between the said parties to these presents, that if any dispute or difference shall happen or be made between them, touching or concerning the said edifices, &c., hereby covenanted to be made and done as aforesaid, or touching or concerning the money to be paid for the same according to the admeasurement and value thereof, in case the same shall be admeasured and valued, or touching or concerning any alteration, addition, or determination, into or from the same, or touching or concerning any additional payment to be made by the said C. D., his executors or administrators, to the said A. B., his executors, administrators, or assigns, or any allowance to be made by the said C. D., his executors, &c., in respect thereof, or touching or concerning any other matter or thing whatsoever relating to the work hereby contracted to be done; that then and in such case such dispute or difference shall be left to the determination and award of three indifferent persons, one to be named and appointed in writing by the said A. B., his executors, &c., the other by the said C. D., his executors, &c., and the third to be chosen by the said two persons so to be named by the said A. B. and C. D. respectively, immediately after such dispute or difference shall so happen: And the said parties hereto do hereby covenant, promise, and agree to and with each other, that they the said parties shall and will severally stand to, abide, perform, and keep the award and determination of the said three persons so to be chosen, or any two of them, touching the said several matters and things referred to them as aforesaid, so as the same be made in writing, under the hands and seals of the said arbitrators, or any two of them, within one calendar month next after such reference. And for the due perform-

ance of these presents, the said parties do hereby bind themselves respectively, their respective heirs, executors, and administrators, each unto the other, in the sum or penalty of of lawful money of *Great Britain*, firmly by these presents. IN WITNESS, &c.

A short Form of an Agreement for Purchase of a Freehold.

ARTICLES OF AGREEMENT, had, made, concluded, and agreed upon, this day of in the 6th year, &c., and in the year of our Lord, 1825, between A. B., of of the one part, and C. D., of of the other part.

First, the said A. B. in consideration of the sum of to him in hand paid by the said C. D., at or before the sealing and delivery of these presents, and of the further sum of to be paid as hereinafter is mentioned, doth hereby for himself, his heirs, executors, and administrators, and every of them, covenant, promise, and agree to and with the said his heirs, executors, and administrators, and every of them, by these presents, that the said his heirs, and assigns, (and all and every other person and persons whatsoever claiming or to claim any right, title, or interest under him or any other person or persons whatsoever, of, in, or to the and premises hereafter mentioned), shall and will, at the proper costs and charges of the said his heirs and assigns, (except fees to counsel), on or before the day of next ensuing, by such conveyances, assurances, ways, and means in the law, as he the said his heirs and assigns, or his or their counsel, shall reasonably devise, advise, or require, well and sufficiently grant, sell, release, convey, and assure to the said and his heirs, or to whom he or they shall appoint or direct, ALL that, &c. situate, &c. now in the tenure or occupation of or his assigns, with covenants to be therein contained, that the said premises at the time of such conveyance, is free from all incumbrances and demands whatsoever (except, &c.), and all other usual and reasonable covenants: IN CONSIDERATION WHEREOF, the said for himself, his heirs, executors, administrators, and assigns, doth hereby covenant, promise, and agree to and with the said his heirs, executors, and administrators, by these presents, that he the said his heirs, executors, or administrators, or some of them, shall and will well and truly pay, or cause to be paid, unto the said his heirs, execu-

AGREEMENTS.

tors, or administrators, the aforesaid sum of at
 the time of executing the said conveyances. AND for
 the true performance of all and every the covenants and
 agreements aforesaid, each of the said parties to these
 presents doth hereby bind himself, his heirs, executors,
 administrators, and assigns, to the other of them, his
 heirs, executors, and assigns, in the penal sum of
 IN WITNESS whereof, the said parties to these presents
 have hereunto set their hands and seals, the day and
 year first above written.

Sealed and delivered, &c.

*For the Purchase of an Estate under a Decree of
 Chancery.*

ARTICLES OF AGREEMENT, indented, &c. be-
 tween A. B., of &c. of the one part,
 and C. D., of, &c. for and on the behalf
 of of the other part, in manner follow-
 ing: viz.

WHEREAS, the said A. B. is seised of, or entitled to,
 the freehold and inheritance in fee simple, of and in the
 messuages, &c. hereinafter mentioned, situate and being
 in the several parishes, &c., subject to a mortgage in fee
 made thereof by him the said A. B. to E. F. of
 by indentures of lease and release, bearing date, &c.,
 for securing to the said E. F., his executors, administra-
 tors, and assigns, the payment of the principal sum of
 and the interest thereof, and also subject to,
 and charged and chargeable with, the payment of several
 sums of money secured by judgments entered up against
 him the said A. B., at the suits of different persons.

Recital of
 the decree;

AND WHEREAS, by a decree or decretial order of the
 high court of Chancery, made the day of
 in the year in a certain cause then depending in
 the said court, wherein the said E. F. was plaintiff, and
 the said A. B. and others were defendants, it was order-
 ed (amongst other things) that what should be found
 due to the plaintiff for principal and interest and costs,
 together with what he should pay to the defendants
 for their costs, after a deduction out of the said
 interest of what the said plaintiff had received from the
 said defendant A. B. on account of rents and profits as
 therein is mentioned, should be raised by the sale of
 the premises comprised in the plaintiff's said mortgage,
 or of a sufficient part thereof, should be sold with the
 approbation of one of the said masters of the said court,
 to the best purchaser that could be gotten for the same,
 to be allowed of by the said master: And by another

order of the said court, made in the said cause, the day of now last past, it was ordered that the said estates should be sold by public survey or outcry, to be made thereof at in the said county of to the best purchaser or purchasers that could be gotten for the same. AND WHEREAS, the said C. D., for and on behalf of the said hath bidden the sum of for the absolute purchase of the freehold and inheritance in fee simple, in possession, of the said premises comprised in the aforesaid mortgage, as the same are set forth in a particular thereof, this day, signed by the said A. B., with the appurtenances thereto belonging, free from all incumbrances, except such as are mentioned in the said particular; which said sum of is the most money that has been bidden, or that can be reasonably obtained for the purchase of the said premises: And it hath been agreed upon by and between the said A. B. and the said C. D., for and on the behalf of the said that the said sum of shall be paid pursuant to the terms of the said decree. Now, IN CONSIDERATION of the sum of agreed to be paid by the said into the bank, in the name and with the privity of the accountant general of the said court of Chancery, to be placed to the credit of the said cause as hereinafter is mentioned, the said A. B. for himself, his heirs, executors, and administrators, doth covenant, promise, and agree, to and with the said C. D., his heirs, executors, and administrators, and also to and with the said his heirs and assigns, by these presents, in manner following; (that is to say), that he the said A. B. or his heirs, shall and will within the space of six months next ensuing the date of these presents, to the satisfaction and good liking, and with the approbation of the said his heirs and assigns, or his or their counsel, make out a clear and good title to the freehold and inheritance in fee simple of the said premises, and by good and sufficient conveyances and assurances in the law, to be executed by all proper and necessary parties, well and sufficiently convey and assure all and singular the said premises, with the appurtenances thereto belonging, unto, and to the use of, the said his heirs and assigns, or as he or they shall direct or appoint, freed and absolutely discharged of and from all charges and incumbrances whatsoever, except such as are mentioned in the said particular, and that upon such payment of the said sum of into the bank as aforesaid, the said his heirs or assigns, shall be let into the possession of the said premises, and the receipt of the rents, issues, and profits thereof, from such time as the court of Chancery shall in that behalf direct.

and that C. D. was the best bidder.

Vendor covenants that he will, within six months, make a clear title,

and convey the premises to the purchaser,

free from incumbrances (except, &c.) on payment of the purchase money, the purchaser to be let into possession.

Purchaser
covenants,
that on the
court's ap-
proving the
agreement,
&c., he will
pay the
money.

2dly. In consideration of the covenant and agree-
ment on the part of the said A. B., hereinbefore con-
tained, the said C. D., for and on behalf of the said
his heirs and assigns, doth covenant, promise,
and agree, to and with the said A. B., his heirs, ex-
ecutors, administrators, and assigns, by these presents,
that upon the agreement being approved by the said
court of Chancery, and upon the title to the said pre-
mises being approved by the counsel of the said
the said his heirs or assigns, shall pay or cause
to be paid into the bank of *England*, in the name and
with the privity of the accountant general of the said
court, to be placed to the credit of the said cause, the
sum of of lawful, &c., to be applied pursuant to
the said decree, and subject to the further order of the
said court.

Applica-
tion to be
made to the
court for
carrying
this agree-
ment into
execution.
The costs of
title to be
borne by
the vendor,
and of con-
veyance by
the pur-
chaser.

3dly. It is agreed by and between the said parties
to these presents, that an application shall be forthwith
made to the said court of Chancery on behalf of the said
and consented to by the said A. B., for the
purpose of carrying this agreement into execution, un-
der the sanction of the said court; and that the costs
and charges of making out the title to the said premises
shall be paid out of the said purchase money, or other-
wise borne by the said A. B., and that the costs and
charges of preparing the deeds of conveyance of the
said premises, or otherwise, in taking the said title, shall
be paid by the said his heirs or assigns. IN
WITNESS, &c. (1).

Sealed and delivered, &c.

(1) This agreement was settled by the Right Hon. Lord *Kenny*,
when at the bar, and *John Lloyd*, Esq.

Agreement by Endorsement on a Bond to give Six Months' Notice previous to Payment.

MEMORANDUM that it is hereby agreed and declared
by and between the within-named [*obligor*] and [*obligee*]
that the said [*obligor*] shall not be compelled to pay the
within sum of 100*l.* and interest, secured as therein
mentioned, nor shall the said [*obligee*] be bound to re-
ceive the same, unless the party so proposing or
requiring the payment thereof shall notify to the other
party such requisition and proposition, and the day and
place on and where such payment shall be required or
proposed to be made, at least six months before such re-
quested or proposed day of payment. IN WITNESS, &c.

That Mortgage Money shall remain on Security a Time certain.

BE IT REMEMBERED, that before the sealing and delivery of the within-written indenture, it was agreed by and between the said A. B. and C. D., that during the term of five years, to be computed from the day of the date of the same indenture, if the said A. B. and C. D. shall so long live, the said A. B. shall not nor will seek to redeem the premises within-mentioned, to be assigned by repayment of the principal money thereby secured, and that the said A. B. paying the interest which shall grow due in respect thereof half-yearly during the continuance of the same term, determinable as aforesaid, he the said C. D. shall not nor will commence or prosecute any action or suit, in order to enforce a redemption thereof. As WITNESS, &c.

To bear equal Shares in a Law Suit.

ARTICLES OF AGREEMENT, &c.

WHEREAS, A. B. of and C. D. are possessed of Chace, lying and being in the county of and pretend that the bounds and limits thereof extend to, and are in and upon some of the respective lands of the said, &c., which lie adjacent, next, or near to the said Chace, which they conceive not to be within the grounds, limits, or precincts of the said Chace, by reason whereof some or divers suit or suits is or are likely to arise, be brought, or commenced. AND WHEREAS, it is agreed by and between the said parties, that if any such suit or suits, action or actions, shall or may be brought, commenced, or prosecuted, by or against the said parties, any or either of them, at any time or times hereafter, that they and every of them do and shall bear and pay their respective and equal shares, and parts of the costs and damages thereof. NOW THESE PRESENTS WITNESS, that the said, &c., and every of them, do hereby covenant, promise and agree to and with each other, that they the said, &c., and every of them, their, and each and every of their executors, administrators, and assigns, shall and will pay and bear their respective equal shares and proportions of all costs and damages of all and every such action and actions, suit and suits, (if any) that at any time or times hereafter shall or may be brought by or against them, or any or either of them on that account. IN WITNESS, &c.

Articles of Agreement between Debtor and Creditors, where Inspectors are appointed to superintend the Insolvent's Affairs.

ARTICLES OF AGREEMENT, made, &c. between C. C. of the first part, W. L., &c. (being respective creditors of the said C. C.) of the second part, and the several other persons whose names and seals are hereunto subscribed and affixed, being also respective creditors, or agents, or attornies of creditors of the said C. C. of the third part.

Recital.

WHEREAS, the said C. C. stands justly indebted to several persons, parties hereto, of the second and third parts, or them or their respective partners, or their constituents, in several sums of money. AND WHEREAS, a meeting of the creditors of the said C. C. on the day of now last past, the said C. C. having represented to the said creditors then present, that in regard there were large sums of money due to him from persons resident in his majesty's plantations, and elsewhere abroad, and of divers adventures being outstanding, he was unable to proceed in carrying on his trade, and immediately satisfy his said creditors their respective debts; and he therefore proposed to his said creditors to act in such manner as they should think most conducive to the getting in of his estate, and distributing the same amongst his creditors in the most speedy and advantageous manner. And the said creditors having duly weighed and considered the same, did resolve and agree that it would be most advantageous to the creditors of the said C. C., that the said C. C. should be permitted to collect and dispose of his estate and effects under the inspection of the said W. L., &c. (who were then unanimously chosen for that purpose) for the term of three years from the day of last; and therefore the said C. C. and the said creditors then present, came to the agreement herein contained, NOW THESE PRESENTS WITNESS, that in pursuance of, and in compliance with, the said recited resolution and agreement, and for and in consideration of the covenants herein contained on the part of the said C. C., they the said W. L., &c., and the several other persons, parties hereto, as creditors, or attornies or agents of creditors, have, and each of them hath given and granted, and by these presents do, and each of them doth (so far as they respectively may or lawfully can) give and grant unto the said C. C. full, free, and absolute liberty and licence, according to his own will and pleasure, to go, come,

Creditors grant the debtor permission to go at large;

pass, repass, abide, and continue to, from, and at all or any place or places where the nature of his affairs may require, and to manage, collect, get in, and dispose of all his estates, debts, and effects, under the inspection and control of the said W. L., &c., or some three or more of them, and in such manner as they, or some three or more of them, shall judge to be most conducive to the benefit of the said creditors, from time to time, from the day of the date of these presents, until the day of which will be in the year of our Lord

AND the said W. L., &c., and the several other persons, parties hereto, as creditors, or agents, or attorneys of creditors, do hereby for themselves respectively, and for their several and respective heirs, executors, administrators, partners, and constituents, (but not any of them for the other or others of them, or for the heirs, executors, administrators, partners, and constituents' acts or deeds of any other or others of them, but each of them for himself, his heirs, executors, administrators, partners, constituents' acts and deeds only) covenant, promise, and agree to and with the said C. C., his heirs, executors, and administrators, that he the said W. L. and the several other persons, parties hereto, or their respective heirs, executors, administrators, partner or partners, or constituents, or any other person or persons for them respectively, or by the order, authority, assent, consent, or procurement of them respectively, or their respective executors, administrators, partner or partners, or constituents, shall not nor will, sue, arrest, prosecute, molest, attach, detain, take in custody or execution, imprison, or otherwise, impede or incumber him the said C. C., or his goods, estate, or effects, in any manner howsoever, or upon any pretence whatsoever. AND FURTHER, that if any of them the said W. L., &c., or the said other creditors, or any of their executors, administrators, partner or partners, or constituents, shall so do, contrary to the true intent and meaning of these presents, that then the said C. C., his heirs, executors, and administrators are, and shall be, and is and are for ever, by these presents, clearly acquitted, exonerated, and discharged of and from all actions, suits, debts, claims, and demands whatsoever, both in law and in equity, now due and owing from the said C. C. to him or them, by whom he the said C. C., or his estate and effects shall be so sued, arrested, prosecuted, molested, attached, detained, taken in execution, or otherwise impeded or incumbered as aforesaid, at any time from the date hereof, until the said day of and that this present letter of licence shall or may be pleaded in bar to the said respective

and covenant not to arrest him, or take out execution against his person or goods,

on pain of losing their debts.

Debtor co-
venants

to state his
accounts,

and to obey
the order
or instruc-
tion of any
three of his
creditors
with respect
to the ma-
nagement of
his estate;

and to use
his best en-
deavours in
such ma-
nagement;
and, from
time to
time, dis-
tribute the
money aris-
ing among
his credi-
tors.

debts, and to any prosecution, suit, or action that shall or may be brought against the said C. C.'s person, goods, or chattels, as aforesaid, within the time aforesaid, as effectually as if he had a general release, under the hands and seals of such creditors respectively for that purpose. AND the said C. C. doth hereby, in pursuance of the said agreement, and for and in consideration of the said licence and liberty given unto him as aforesaid, for himself, his heirs, executors, and administrators, covenant, promise, and agree to and with the said W. L., &c., and all other of the creditors, and attornies and agents of creditors of him the said C. C., parties hereto, and to and with their respective partners, and also to and with each and every of them, and their and each and every of their executors, &c., in manner following; (that is to say), That the said C. C. shall and will, so soon as may be, draw out and state a true and exact account in writing of all his estate and effects, as well real as personal, and of the several charges, outgoings, and incumbrances now affecting the same, and bring the said estate to a balance; and shall and will thereupon deliver such account, after being signed by him, unto the said W. L., &c. AND FURTHER, that the said C. C. shall and will, from time to time, and at all times, observe, perform, and execute the orders, instructions, and advice of them the said W. L., &c., and also the orders, instructions, and advice of any three or more of them, (which they or any three or more of them are hereby empowered to make and give for that purpose), touching and ordering, managing, getting in, and disposing of the said estate and effects, and distributing the same amongst his creditors. AND ALSO shall and will use his best and utmost endeavours, and all possible means to collect and get in the same, and convert the same into money as soon as may be. AND ALSO shall and will, from time to time, when and so often as there shall be in hand, money arising from the said estate and effects, sufficient to answer and pay two and a half per cent. upon or in respect of the debts now due by the said C. C., pay and distribute all the money to arise and be produced from the said estate and effects, unto and among his the said C. C.'s creditors, rateably and proportionably, according to the several quantum of their respective debts, or so far as such his present estate and effects will extend; and that all the cash which shall, from time to time, be in hand, arising from the said estate and effects, until the same shall be so distributed as aforesaid, shall be laid out at interest upon such government securities, for the benefit of the said creditors, or be deposited in such bank or ban-

ker's hands, for safe custody, as the said inspectors, or any three or more of them, shall think fit and direct.

PROVIDED ALWAYS, nevertheless, that the said C. C. shall and may yearly, and every year, for three years, to be computed from the day of last, apply to and be allowed by his creditors for his own use, out of the said money to arise by his said estate, in account, the yearly sum of for the necessary subsistence of himself and family, and as a recompence for his trouble in liquidating his affairs; and shall and may live in his house in until the said day of without being liable to pay or account for any rent for the same.

Allowance for the subsistence of the debtor, &c.

PROVIDED ALSO, that it shall and may be lawful to and for the said C. C., out of the first money to come to hand, arising from his estate and effects, (after discharging thereout what he is, by the next following proviso, to pay), to pay to his present creditors, whose debts respectively do not exceed the sum of 20*l.*, the whole of their respective debts; and also what the majority of the said inspectors shall judge proper to be paid on account of insurances hereinafter mentioned.

Debts under 20*l.* to be first paid;

PROVIDED ALSO, that it shall be lawful for the said C. C. to pay out of the first money so to come to hand, all law charges, and also all such salaries and allowances for clerks and book-keepers as the said inspectors, or any three or more of them, shall judge proper and necessary to be employed to assist the said C. C. in the premises; and also all their incidental charges and expences occasioned by, or relating to, the getting in and disposing of his estate and effects, and distributing the produce thereof among his creditors.

but after discharge of law expences and certain salaries, &c.

PROVIDED ALWAYS, nevertheless, that in case any such dividend or dividends shall be made of the said estate and effects, before all the creditors of the said C. C., by themselves, or their attornies or agents, shall have executed these presents, or a duplicate thereof, or have otherwise acceded as aforesaid, the said C. C. shall be at liberty to retain the rateable dividends of all or any such creditor or creditors as shall not have so executed or acceded. And if he shall not retain the same, that he shall be at liberty, out of the first money which shall afterwards come to hand, arising from his estate, to pay such of the said creditors as shall afterwards so execute or accede a rateable dividend or dividends, answerable to the quantum of the respective debt or debts of such creditor or creditors, before any further dividend shall be made amongst the said creditors, parties hereto. AND the said C. C. doth hereby for himself, his heirs, executors, and administrators, further covenant, promise, and agree, to and with the said W. L., &c., and all other

Provision as to outstanding creditors.

Debtor further covenants,

that he will not dispose of any of his property without consent; nor prefer or favour one creditor to the prejudice of the others, except, &c.

that he will keep regular books,

which the creditors may, at any time, inspect;

and that he will, if required, verify such account on oath.

Debtor not to engage in any new

the creditors, and attornies or agents of creditors of the said C. C., parties hereto, and to and with their respective partners; and also to and with each and every of them, their and each and every of their executors, administrators, and assigns, that the said C. C. shall not, nor will, at any time hereafter, convey, alienate, dispose of, pledge, or incumber any of his real or personal estate and effects, now belonging to him, or in which he hath any estate, use, or interest, without the consent of the said W. L., &c., or of some three or more of them; and shall not, nor will, knowingly or wittingly, do, commit, or suffer to be done or committed, any act, matter, or thing whatsoever, whereby any of the creditors of him, the said C. C. may obtain any security or securities for his, her, or their debt or debts, or any greater preference in point of security for payment thereof, or any part thereof, but what they respectively now have, save and except the debts of such creditors as do not respectively exceed the sum of 20*l*. AND FURTHER, that the said C. C. shall and will, from time to time, keep proper books of account relating to the said estate and effects, and therein make, or cause to be made, true and proper entries of all his receipts, payments, disbursements, &c., and of such other transactions and things in or about the premises, as shall be requisite and agreeable to the method and custom of merchants, in order, by means thereof, from time to time, to shew the state and condition of his estate and effects. AND ALSO shall and will permit and suffer each and every of them the said W. L., &c., at their and each of their wills and pleasure, from time to time, and at all or any reasonable times, to inspect and examine the said books of account, and all other books, papers, and writings in the custody or power of the said C. C. relating to his estate and effects, or any part thereof; and shall and will, from time to time, once in every month, or oftener, if required by any three or more of the said inspectors, report to them, the said inspectors, the state and condition of the said estate and effects, and all accounts and other matters relating thereto; and of his the said C. C.'s receipts, payments, and other proceedings therein. AND ALSO that the said C. C. shall and will, if thereto required by the said W. L., &c., or any one or more of them, verify the truth of such account, upon oath, before one of the masters of the high court of Chancery, or such other person or persons as the said inspectors, or any three or more of them, shall nominate and appoint for that purpose. AND FURTHER, the said C. C. shall not, nor will, before the day of (unless he shall have before that time paid all his said creditors, parties hereto, their

whole debts), by himself or with any other person or persons whomsoever, become engaged in, or undertake any new adventure or commercial transaction in trade, or other business, other than except such as shall be by and with the consent and approbation of all of them the said W. L., &c., or the other survivor or survivors of them, in writing first had and obtained for that purpose.

business
without
consent,&c.

PROVIDED ALWAYS, and it is hereby mutually covenanted, declared, and agreed by and between all the said parties hereto, that it shall and may be lawful to and for the said C. C., out of the first monies to come to hand arising from his estate, to pay any sum or sums of money for premiums of re-insurances, or for returns of premiums or risks by him insured, and which the major part of the said W. L., &c., or of the survivors of them, shall adjudge proper not to be longer run by the said C. C., and also to payment of such money as shall for the time being be in hand, arising from the said C. C.'s estate, all loss which shall happen upon any risks insured by the said C. C., and which, by the major part of the said inspectors, shall be adjudged proper to be continued to be run by the said C. C. or his estate.

Proviso as
to the pay-
ment of
premiums
on insur-
ance, &c.

PROVIDED ALSO, that in case the said C. C. or his estate shall be arrested, attached, or troubled, by, or on account of any of his creditors, and if in any such case the said W. L., &c., or the major part of them, shall think fit to bail the said C. C., and contest the debt or debts of such creditor or creditors, then and in such case the said W. L., &c., or such of them as shall become such bail, shall be paid, and reimbursed, and indemnified out of the estate of the said C. C., for what they shall pay in consequence of their becoming such bail, and all costs and charges relating thereto.

and as to
the bailing
of the
debtor by
any of the
creditors in
case of
arrest.

AND it is hereby further mutually declared and agreed, by and between all the said parties hereto, and each of them the said creditors, or agents of creditors, parties hereto, doth hereby for himself, his heirs, executors, administrators, partners, and constituents, severally (but not jointly) covenant, promise, and agree to and with the said C. C., his executors or administrators, that in case all the creditors of the said C. C., who, or their attorneys or agents, are parties hereto, shall not before the day of have received the whole of their respective debts, now due from the said C. C. to the creditors respectively; and if the said C. C., shall on the said day of well and sufficiently convey, assign, and deliver upon oath if required, unto such person or persons as shall be named by the said majority of his the said C. C.'s creditors, at a meeting to be held pursuant to notice given in the *London Gazette* for that purpose, all such parts of

Creditors
covenant

that if their
claims be
not satisfied
on a certain
day ;

but the
debtor shall
then de-
liver up his
property
not then
distributed.

they will
execute ge-
neral re-
leases to
him.

Proviso for
voiding
his agree-
ment,

n the non-
perform-
ance of the
articles by
the debtor,
r by the
non-execu-
tion of the
creditors.

his present estates and effects as shall then remain not divided, or otherwise applied, according to the true intent and meaning of these presents, for the use and benefit of all the present creditors of the said C. C. rateably; then and in such case, the aforesaid creditors who, or whose attornies or agents, are parties hereto, or their respective partners, excutors, or administrators, shall and will, upon such assignment and delivering up respectively, duly execute and deliver to the said C. C., legal general releases, thereby releasing, and for ever discharging the said C. C., his heirs, executors, and administrators, from all the debts and sums of money now due and owing from the said C. C., to such creditors respectively, and from all accounts, actions, suits, means, methods, and remedies in law or in equity, which they can or may have, claim, or maintain for recovery thereof. PROVIDED ALWAYS, nevertheless, and it is hereby respectively declared and agreed to be the true intent and meaning of these presents, and of all the said parties hereto, that if the said C. C. shall make default in performing all, every, or any of the said covenants, clauses, stipulations, and agreements, hereinbefore contained and covenanted to be performed on his part, or if all the creditors of the said C. C., whose debts respectively amount to the sum of (except only such creditors whose debts together do not exceed the sum of and also except such creditors who are possessed of any other securities for their debts, and shall choose to rely thereon), shall not, by themselves, or their respective attornies or agents thereunto legally authorised, duly execute these presents, or a duplicate thereof, or otherwise accede or agree to the terms hereof, within the respective spaces of time herein next after mentioned; (that is to say), those residing in *Great Britain*, within four calendar months, those in other parts of *Europe*, within six calendar months, and those in *America*, or elsewhere, out of *Europe*, within twelve calendar months respectively, next after the day of the date hereof; then, and in either of the said cases, this present indenture, and the licence and liberty, and every other article, clause, matter, and thing herein contained, so far as the same tends to restrain the said creditors from suing for, or recovering his, her, or their debt or debts within the time aforesaid, shall cease, determine, and be utterly void to all intents and purposes, any thing, &c.

wer to
those new
inspectors
case of
death or
insol.

AND IT IS HEREBY FURTHER DECLARED, and mutually agreed by and between all the said parties hereto, that in case of the death of any one or more of the said inspectors, before the said day of or in case any of them shall refuse or decline to act, then, and in

every such case, it shall and may be lawful for the major part of the creditors of the said C. C., to be present at any meeting held pursuant to notice in the *London Gazette*, to nominate and choose such person or persons as they shall think fit to be an inspector or inspectors, in the place and stead of such inspector or inspectors, as shall die, refuse, or decline to act; and every such person so to be chosen as aforesaid, shall have the like powers, authority, and control, as any of them the said inspectors hereinbefore named have, or can or may have by virtue of these presents. AND FURTHER, that in case a commission of bankruptcy shall be awarded and prosecuted against the said C. C., and in case, prior to the issuing thereof, any dividend or dividends of his estate, shall have been made according to these presents among the said creditors, who, and whose attornies or agents, are parties hereto according to these presents, then, and in such case, the same creditors shall respectively come and be admitted, and considered as creditors under the said commission, for the whole of their said respective debts now due and owing to them respectively from the said C. C., (save and except only what they may have received thereof otherwise from the said C. C. or his estate), and that what such creditors shall have received, according to these presents, for a dividend or dividends upon their respective debts, shall be considered and taken as so much received for dividends under such commission; and that in case of the issuing of such commission, they the said creditors, who, or their attornies or agents, are parties hereto, shall give their respective consents to the allowances to the said C. C., of the said a year, up to the time at which such commission shall be issued, and also of the several sums of money which said C. C. is, according to these presents, to be allowed out of the produce for his estate, for payments, charges, and expences. AND it is hereby agreed and declared, by and between all the said parties hereto, that each and every of the said inspectors shall be indemnified out of the said C. C.'s estate, in respect of all transactions and personal engagements which they shall enter into with a view to benefit the said estate, or to facilitate a distribution thereof, according to these presents, and that the said C. C. shall reimburse the said inspectors all such costs, damages, and expences as they shall respectively pay or be put unto, in any wise concerning their acting as aforesaid in or about the premises. IN WITNESS, &c.

Proviso in case a commission of bankruptcy be issued.

Reimbursement and indemnification of inspectors.

Between a Lord of a Manor and Freeholders for applying to Parliament for an Act to inclose Common and Waste Lands.

TERMS OF AN AGREEMENT, for an inclosure of the commons and waste grounds within the township and hamlet of in the parish of and county of commonly called the *Outwoods*, and agreed to by the Rt. Hon. H. Lord P. lord of the manor and soil within the township or hamlet of H. aforesaid, and impropriator of the tithes within the said township, and by J. M. R. D., and the several other freeholders and copyholders within the township or hamlet of H. aforesaid, and persons interested in the said commons and waste lands called the *Outwoods*, whose names are hereunto subscribed this day of

Parts of the waste to be appointed for digging gravel, &c., for the reparation of roads, &c.

That application shall be made to parliament the next ensuing session, for an act to appoint and empower commissioners to inclose, divide, and allot the said commons and waste lands, to and among the several persons interested therein, in the proportions and in manner following, viz. That the commissioners shall first set out and appoint in such respective place or places as they shall see convenient, such parcels of the said commons or waste grounds, not exceeding in the whole three acres, for the purpose of getting gravel, stone, and sand, for the use and benefit of the several persons interested in the said commons and waste lands, for the repair of the several roads and highways within the said township, and for such other purposes, and in such manner and form, as the said commissioners shall by their award direct; and after such parcels of land are set out, that then the commissioners shall set out their public or private roads over or across the said commons and waste lands, which public roads shall be sixty feet in breadth; that then one full sixteenth part of the remainder of the said commons and waste lands, shall be allotted by the said commissioners to the said Lord P., for his share thereof as lord of the soil, and royalty of the said township of H., over and besides what the commissioners are to allot him in right of, and in proportion to, his freehold lands within the said township of H.

New roads to be set out.

A sixteenth to be allotted to the lord, as lord.

A tenth in lieu of tithes.

That after the said sixteenth part shall be set out, the said commissioners shall set out and allot unto the said Lord P., one full tenth part of the remainder of the said commons and waste lands, in recompence for the tithes of the same commons and waste lands, to which the said Lord P. is entitled as impropriator thereof.

That the remainder of all the said commons and waste lands, after the several shares are taken thereout by the commissioners, and allotted to the said Lord P., shall be allotted to the said J. M. R. D., and the several other freeholders and copyholders within the said township of H., in proportion to the value of their several and respective freehold and copyhold estates within the same township, due regard being had to quantity, quality, and contiguity of situation, and also to their several and respective rights of common, in and upon the same commons and waste lands.

Remainder among the freeholders and copyholders.

That in order to the carrying the said intended act into execution, and the immediate cultivation and improving of the said commons and waste lands, the commissioners shall be invested with full powers, finally to settle and determine all differences and disputes, as well respecting all claims to be made of common right on the said common and waste lands intended to be inclosed, as also between landlords and lessees in respect to the fencing and improving the allotments as in such cases are customary, so that lessees be not compellable to pay more than 5*l.* per cent. per annum for the money the lessors may be out of pocket in the prosecution of the intended inclosure and improvements.

Commissioners empowered to settle claims, &c.

That tenants for life shall have power, under the direction of the commissioners, to mortgage allotments for money to defray the expences to be incurred in consequence of the said intended act of parliament, provided the money so to be borrowed does not exceed 40*s.* per acre.

Tenants for life entitled to mortgage to defray expences.

That the expences in obtaining the act of parliament, and the subsequent expences in carrying the same into execution, shall be sustained and paid by the said Lord P., and the several freeholders and copyholders, and persons interested in the said commons and waste lands, in proportion to the value of the share of such commons and waste lands each person interested shall have allotted to him, her, or them; provided that such freeholders and copyholders that have and produce accurate surveys or admeasurements of all or any part of their respective freehold or copyhold estates, to the satisfaction of the said commissioners, shall not be liable to contribute to the expence in surveying such lands as are comprehended in such surveys, but that the whole charge and expence in surveying such of the inclosed lands within the said township, of which no such accurate survey can be produced, shall be sustained and paid in due proportions by such freeholders and copyholders only who cannot produce such accurate surveys as aforesaid.

Expences in obtaining and executing the act to be borne proportionably.

Proviso as to surveys.

That in the said act shall be inserted all such neces-

Usual
clauses to
be inserted
in the act.

sary and usual clauses and provisos for carrying this agreement into execution, and for enforcing the fencing of the several allotments, and preserving such fences when made from being injured by sheep or otherwise, as in the like cases are customary; provided such clauses and provisos, or any of them, do not tend to vary, alter, or destroy any of the articles or agreements herein contained.

Saving as to
the manorial
rights
of the lord.

That nothing in this agreement, or the said act, shall be construed to prejudice the right of the said Lord P., in or to the seignory, royalties, fisheries, customs, services, and other his manorial rights within the said township of H., except as to right of common and right of soil therein. And that all shares and allotments out of the said commons and waste lands, shall be deemed to be of the same tenure with the freehold or copyhold estates or lands within the said township of H., or any of them, to which, or in right whereof such allotments shall be made (1).

The allotments to be
of the same
nature as
the estates
in lieu of
which they
are to be
assigned.

Provision
as to en-
croach-
ments.

That all encroachments that have been made upon the same commons and waste lands, and have been peaceably enjoyed for upwards of twenty years last past, (for which any fine, rent, or amercement hath in that time been paid to the said Lord P.) by any person or persons entitled to right of common on the said commons and waste lands for upwards of twenty years, without having paid any fine, rent, or amercement to the lord, shall be deemed the exclusive property of such person or persons. And all encroachments made within the space of twenty years last, and such as have had the fences thereof prostrated within that space of time, shall be deemed as if the same had never been inclosed, and shall be allotted by the commissioners, agreeable to the articles for that purpose above-mentioned.

Appoint-
ment of
commis-
sioners;
who are to
execute an
award.

That S. W., P. R., and B. I., be commissioners, and R. P. and O. B. shall be surveyors.

That the commissioners shall execute an award, of which there shall be two parts, the one to be lodged in the church at and the other inrolled in the court of at *Westminster*.

(1) See 2 Durnf. and East, 415, *Revell et al v. Jodrell*.

Agreement to assign Leasehold Premises as a collateral Security.

WHEREAS, under and by virtue of a certain indenture lease, dated the day of granted to me from A. B. of, &c. I am possessed of, or entitled to, all that messuage, &c., now in my own occupation,

situate, &c., for the residue of a certain term of years.
 AND WHEREAS, I have this day borrowed of, and from
 C. D., of, &c., the sum of 500*l.*, for the repayment of
 which, and interest, I have entered into a certain bond
 or obligation, dated &c., in the penalty of 1000*l.*, con-
 ditioned to be void on payment of the said sum of 500*l.*
 and interest, on the day of next, and for
 the secure payment of the same, have deposited with
 him the said C. D., the said indenture of lease as a
 collateral security. NOW I DO HEREBY, for myself,
 my executors, and administrators, promise and agree to,
 and with the said C. D., his executors, administrators,
 and assigns, that the premises comprised in the said
 indenture of lease, shall be and remain as a further
 security for ensuring the repayment of the said sum
 of 500*l.* mentioned in the said bond: AND that I the
 said A. B., my executors or administrators, shall and
 will, at any time hereafter, upon the request of the said
 C. D., and at my own costs and charges, make and
 execute, or cause to be made and executed unto the said
 C. D., his executors and administrators, a good and
 sufficient legal assignment or transfer of the said lease
 and premises therein comprised, for the remainder then
 to come and unexpired of the said term of years, as
 and in the nature of a mortgage thereof, for the purpose
 of securing the payment of the said sum of 500*l.* and
 all interest, to grow due thereon. As witness my hand
 this day of 1826.

Witness.

*Agreement to submit a Dispute between the Parties
 to Arbitration.*

ARTICLES OF AGREEMENT *Tripartite*, made and
 concluded this, &c., between of yeoman,
 (son and heir of late of, &c., deceased,)
 of the first part; of, &c. widow and devisee of
 the said and mother of the said of the
 second part; and of, &c. (son, and one other
 devisee of the said) of the third part.

WHEREAS, sundry questions and disputes between
 the said parties hereto, touching the several rights, titles,
 claims, pretences, and demands, as well of, in, and to a
 certain messuage or tenement(1), situated, &c., as of,
 in, and to a certain seat, or pew, made by the said

(1) Things in the realty may be *submitted*; as the claims and
 pretensions of the parties; but no freehold can pass by a consequent
 award. But the arbitrators may award that lands be conveyed; or
 that one party shall give a bond to the other for quiet enjoyment; or
 shall release to the other; and the like.

AGREEMENTS.

and situate and standing in the gallery lately built and erected in the parish church of aforesaid, or for or by reason of the said messuage and tenement, seat or pew. NOW THEREFORE, for the finally ending all such questions and disputes, touching the rights, titles, claims, demands, or pretences of the said parties, and every of them, of, in, or to, the same premises, and for preventing all other disputes and differences concerning the same, and the charges of suits which may or might otherwise arise or happen to be occasioned thereby, it is consented, concluded, and agreed, by and between all and every the said parties to these presents, that the rights, titles, claims, demands, and pretences of the said and every of them, of, in, to, and out of the same premises, or any part thereof, shall be, and are hereby referred and submitted to the final award and determination of in the county of gent. so as he make his award or determination, of and concerning the premises, in writing under his hand and seal, ready to be delivered to the said parties requiring the same, on or before the day of next ensuing the date of these presents. AND it is further agreed by and between the said parties to these presents, that they and every of them, if required, within the time before limited for the purpose aforesaid, shall and will produce or shew forth, or cause, &c. to the said all such deeds, wills, evidences, and writings relating to or concerning the said premises, or any part thereof, which are in the custody or power of the said parties, or any of them, or any other person or persons in trust, for or by the appointment of them, or any of them, as he the said shall think or find proper or necessary to be inspected and perused by him, for his better information in, and knowledge of, the premises: AND it is further agreed, by and between the said parties to these presents, that in case the said in order to make his award of and concerning the premises, shall find any fact or facts necessary to be ascertained by examination of witnesses, or other due proofs to be made concerning the premises, or any part thereof, that all and every such account, matter, and thing shall be performed and taken for that purpose, as by and with the judgment of the said shall most conduce to make out the truth of every such fact or facts by affidavit (1) or otherwise: AND that all and every such fee or fees as the said shall give or find

(1) The parties submitting cannot empower the arbitrators to examine upon oath. If such examination of evidence be necessary, the submission should be made a rule of court, and the evidence be regularly sworn before a judge, or the person legally authorised to administer such oath. See title *Awards*, and *Watson on Arbitration and Awards*, c. V.

necessary to be given to any counsel or other person or persons for his advice and direction in the premises, or any other matter or thing relating thereto, or in order to the making his award therein, shall be equally borne and discharged by the said parties to these presents, and not otherwise. IN WITNESS, &c.

An Agreement for the relinquishing a claim to Estates in consideration of a Sum of Money.

AN AGREEMENT made, &c., between A. B. of, &c., of the one part, and C. D. of, &c., of the other part.

WHEREAS, the said A. B. sets up or claims some right, title, or interest in, to, from, or out of, all, &c., [*describe the hereditaments,*] and accordingly to try such right, he did in, or as of, Michaelmas term last, deliver his ejectment to recover possession of the said hereditaments and premises. AND WHEREAS, in order to prevent litigation between the family, and to adjust all differences between the said A. B. and C. D., party hereto in regard to the supposed claim or title set up by the former against title of the latter to the said B. estate and premises, and the said fourth part of the moiety of the said L. estate: endeavours have been made to compromise all matters between them, and terms have been proposed and agreed upon between and by both of them:— That the said C. D. shall pay to the said A. B., the sum of 1000*l.*, in full, for all his interest, right, title, claim, or demand whatsoever, of, in, to, from, or out of the said respective estates, and all arrears of rent therefrom. And also all the timber thereon, felled and growing in any manner howsoever. And that he shall execute, levy, or suffer to the said C. D., all such deeds, fines, recoveries, or other assurances thereof as she, at her own costs, shall require. And that proceedings shall cease, and each party pay their own respective costs; and both the said parties being willing to comply with these terms, they have severally agreed to enter into an agreement to that effect, in manner hereinafter mentioned. NOW THEREFORE THESE PRESENTS WITNESS, that to the end, and for the purposes aforesaid, it is hereby mutually covenanted, declared, and agreed upon by and between each of them the said A. B. and C. D., party hereto, and they do hereby severally covenant, promise, and agree, for herself and himself respectively, and for her and his own several heirs, executors, administrators, acts, and deeds, to and with each other, and the heirs, executors, administrators, and assigns of each

other,—That henceforth all proceedings at law or equity, relative to the said estate, shall cease, and be no longer or further prosecuted or proceeded in, and that each of them shall pay their own costs. AND FURTHER, that he the said A. B., party hereto, his heirs or assigns, shall and will, on or before the day of next ensuing, or when thereto required, by and at the costs of the said C. D., her heirs, executors, administrators, or assigns, by such deeds, conveyances, fines, recoveries, or otherwise, as she or they, or her or their counsel shall advise or require, well and effectually grant, release, convey, or otherwise assure unto, and to the use of, the said C. D., her heirs and assigns, or as she or they shall direct or appoint, free from all incumbrances made, done, executed, or suffered, by him the said A. B., all such estate, right, title, interest, inheritance, claim, or demand whatsoever, which either at law or in equity, or in any other manner howsoever, he has, or might, or could have claim, challenge, or demand, of, in, to, or out of, the said estate, hereditaments, and premises called B.; comprised in the said first mentioned indenture of lease and release to which his said deceased mother, E. F., as one of the four daughters of the said C. and M. K. was entitled as aforesaid: and also of, in, to, out of, or from the fourth part of the moiety, or one full half part of, and in the said estate, hereditament, and premises called L., in, and to which, &c., and also of, in, to, out of, or from all rents and arrears of rents in respect to the said estate, hereditament, and premises called B.; and also in respect to the said fourth part of the moiety of the said L. estate, and also of, in, to, out of, or from all timber and other trees, fell off, or growing upon the same respective estates, or either of them. IN CONSIDERATION WHEREOF, she the said C. D. doth hereby for herself, her heirs, executors, and administrators, covenant, promise, and agree to, and with the said A. B., his executors, administrators, and assigns; that she the said C. D., her heirs, executors, or administrators, shall and will, (upon having such conveyance and assurance as aforesaid, made and executed in manner hereinbefore mentioned) well and truly pay, or cause to be paid, unto the said A. B., his executors, administrators, or assigns, the said sum of 1000*l.*, with interest for the same, after the rate, &c., till paid. AND which it is hereby declared, is to be in full for all the estate, right, title, and interest of the said A. B., party hereto, to be by him so released, conveyed, or otherwise assured, or which he the said A. B., his heirs or assigns, can by possibility or otherwise, claim or be entitled unto. AND IT IS HEREBY FURTHER MUTUALLY

AGREED, by and between the said parties hereto, and the true intent and meaning of them and of these presents, is hereby declared to be; that in case it shall, at any time before or after the said 1000*l.* shall be so paid or settled in manner aforesaid, appear and be made evident and manifest, to the satisfaction of a court of law or equity; that any other person or persons than the said A. B. and C. D., party thereto, is or are well entitled to the said L. estate, or the said fourth part of the said moiety of the said L. estate, or to both of them; that then, and thereupon, in case the said 1000*l.* shall not have been paid, the same shall not be paid; and if the same shall have been paid, that then the said A. B., party hereto, shall repay the same to the said C. D., with lawful interest for the same, from the time he receives the same; but in case the said C. D.'s title shall be sufficient for her to retain and enjoy both the said estates, either under her own title, or under the title of the said A. B. party hereto, so to be released as aforesaid, that then no return or abatement of any part of the said sum of 1000*l.*, is to be made or claimed; and that in case the fourth part of the said moiety of the said L. estate only shall be recovered from the said C. D., by any other person than the said A. B., party hereto, and not the said B. estate, then the sum of 500*l.* only is to be abated or repaid as aforesaid; and that if the said B. estate only shall be in like manner recovered, and not the said fourth part of the said moiety of the said L. estate, then the sum of 600*l.*, part of the said 1000*l.*, is only to be abated or repaid as aforesaid. AND it is furthermore agreed, that the expence of these presents shall be borne by the said A. B. and C. D., parties hereto, in equal shares. IN WITNESS, &c.

Articles of Clerkship (1).

ARTICLES OF AGREEMENT, indented, had, made, concluded, and fully agreed upon the day of between A. B. of gent. one of the attornies of his majesty's courts of King's Bench and Common Pleas, at *Westminster*, and a solicitor in the high court of Chancery, of the one part, and C. F. of and E. F., son of the said C. F., of the other part. WITNESSETH, that the said E. F., of his own free will, and by, and with the consent and approbation of the said C. F., his father, hath put, placed, and bound himself, and by

(1) The articles must be registered within six months after the date, with the affidavit of the due execution at the same time, and must be executed on the day of the date.

AGREEMENTS.

these presents doth put, place, and bind himself clerk to the said A. B., to serve him from the day of the date hereof, for, and during, and until the full end and term of five years, from hence next ensuing, and fully to be complete and ended. AND the said C. F., doth for himself, his heirs, executors, and administrators, covenant, promise, and agree to and with the said A. B., his executors, administrators, and assigns, by these presents in manner following: (that is to say), That the said E. F. shall and will well and faithfully serve the said A. B. as his clerk, in the profession of an attorney at law, and solicitor in Chancery, from the day of the date hereof, for and during the said term of five years, and that he the said E. F., shall not at any time during the said term of five years, cancel, obliterate, spoil, destroy, waste, embezzle, spend, or make away with any of the books, papers, writings, monies, stamps, or other property of the said A. B., his executors, administrators, or assigns, or any of his clients or employers, which shall be deposited in his hands, or intrusted to his custody or possession, or to the care, custody, or possession of him the said E. F., and that in case he the said E. F. shall act contrary to the last mentioned covenant, or if he the said A. B., his executors, administrators, or assigns, shall sustain or suffer any loss, damage, or prejudice, by the misbehaviour or neglect of the said E. F., he the said C. F., his executors or administrators, shall make good, and reimburse him the said A. B., the amount and value thereof. And further, that he the said E. F., shall and will from time to time, and at all times during the said term of five years, keep the secrets of the said A. B., and readily and cheerfully obey, and execute his lawful and reasonable commands, and shall not depart or absent himself from the service or employ of the said A. B. at any time during the said term, without his consent first obtained, but shall from time to time, and at all times during the said term, conduct himself with all due diligence, honesty, sobriety, and temperance. And that he the said C. F., his executors and administrators, shall and will, from time to time, and at all times during the said term of five years, at his and their proper costs, find and provide the said E. F., with all and all manner of necessary and becoming apparel and washing, and also physic and surgery in case of sickness. And the said E. F. doth hereby for himself, and on his part, consent and agree to and with the said A. B., his executors, administrators, and assigns, that he the said E. F., shall and will truly and honestly serve him the said A. B. at all times, for and during the said term, as a faithful clerk ought to do in all things what-

soever, in the manner above specified. IN CONSIDERATION WHEREOF, and of the sum of £. of lawful money of *Great Britain*, by the said C. F. to the said A. B. in hand, well and truly paid, at or before the sealing and delivery of these presents, (the receipt whereof he the said A. B. doth hereby acknowledge, and of and from the same, and every part thereof, doth acquit, release, and discharge the said C. F., his executors and administrators, and every of them, for ever by these presents), he the said A. B., for himself, his heirs, executors, and administrators, doth covenant, promise, and agree to and with the said C. F., his executors and administrators, by these presents in manner following, (that is to say), that he the said A. B. shall and will accept and take the said E. F. as his clerk, and shall and will find and provide him during the said term with board and lodging. AND also that he the said A. B. shall and will, by the best ways and means he may or can, and to the utmost of his skill and knowledge, teach and instruct, or cause to be taught and instructed, the said E. F., in the said practice or profession of an attorney at law, and solicitor in Chancery, which he the said A. B. now or shall at any time hereafter during the said term use or practice, and also shall and will, at the expiration of the said term, use his best means and endeavors, at the request, costs, and charges of the said C. F. and E. F., or either of them, to cause and procure him the said E. F. to be admitted and sworn an attorney of his majesty's said courts of King's Bench and Common Pleas, or either of them, or any other of his said majesty's courts of law or equity, provided he the said E. F. shall have well and faithfully served his said intended clerkship. IN WITNESS, &c.

Apprenticeship Indentures.

THIS INDENTURE WITNESSETH, that S. J., son of D. J., &c., farmer, by and with the consent and approbation of his father, the said D. J., testified by his executing these presents, hath put, placed, and bound; and by these presents, doth put, place, and bind himself apprentice to the said J. A., to be taught in the science, trade, or business of a saddler in all its branches, which the said J. A. now useth and followeth, or shall use or practice, and with him as an apprentice to serve from the day of the date thereof, for and during, and unto the full end and term of seven years, from thence next ensuing, and fully to be completed and ended; during all which said time, the said apprentice his said master

well and faithfully shall serve, his secrets keep, his lawful commands every where gladly do; hurt to his said master he shall not do, nor willingly suffer to be done by others, but the same to his power shall let or forthwith give notice thereof to his said master, the goods, monies, or effects of his said master he shall not embezzle, or waste, nor lend them without his consent to any; at cards, dice, or any other unlawful games he shall not play, taverns and ale houses he shall not haunt or frequent; fornication he shall not commit; matrimony he shall not contract; from the service of his said master he shall not at any time depart or absent himself without his said master's leave, but in all things as a good and faithful apprentice, shall and will demean, and behave himself towards his said master and all his, during the said term. And the said *master* for the consideration aforesaid, and of the sum of £. lawful money of *Great Britain*, to him in hand, well and truly paid by the said D. J., the receipt whereof he does hereby admit and acknowledge, his said apprentice the said trade or business of a saddler as aforesaid, with all things thereto belonging, shall and will teach and instruct, or otherwise cause to be taught and instructed in the art or trade of a saddler, for and during the said term, and shall and will also find and allow unto the said apprentice, sufficient meat, drink, washing, and lodging, during the said term, fit for such an apprentice, and that the said D. J. shall and will find and provide his said son S. J., with all cloaths, both linen and woollen, and all and every other necessities, except his board and lodging: and it is hereby declared and agreed, by and between the said parties to these presents, that in case the said J. A. should happen to die within the first or second year from the date thereof, the executors or administrators of the said J. A., shall and will pay, or refund unto the said D. J., his executors or administrators, the sum of twenty pounds, out of the said sum of sixty pounds, and for the true performance of all and every the covenants, proviso and agreements, matters and things therein contained; the said parties hereto bind themselves, and each binds himself to the other, in the sum of one hundred pounds. IN WITNESS WHEREOF, the said parties to these presents, have hereunto set their hands and seals the day and year first above-written.



AN appointment of land, is where a person makes a conveyance to such uses as the appointor shall by any future deed, &c., direct and appoint. AND in default of such appointment, to the use of such particular persons; or it is where uses are first limited on the conveyance, and then a power is reserved to some particular person to limit other uses; such are the powers of leasing, making jointures, selling, exchanging, and charging.

As a power of appointment is but the limitation of an use, it follows that it cannot be considered as an independent conveyance of the possession or estate. Therefore if a person in pursuance of a power of appointment, limits an estate to A., to the use of B., here, as the use is first limited to A., that use can only be executed by the statute, and consequently the use limited to B. is void as a use, upon the principal, that no use can be limited upon a use. See *Sanders on Uses*.

An appointment generally considered in this place, as one of the common law conveyances, is a deed or instrument of a derivative nature, relative to, or dependent on, some precedent deed or assurance, in which a power to appoint to *certain uses*, has been created or reserved to the party thereby granting or appointing, the person taking under the appointment, must therefore be considered as taking under the power, by which the appointment is authorised precisely in the same manner as if his name had been inserted in the original instrument, by which the power was granted, with this difference, that if the appointment be made by *deed*, the estate appointed will by force of the statute of uses, immediately vest in the appointee, in like manner as if he had been named in the instrument creating the power; but if the appointment be made by *will*, the appointee will be considered in all respects as a *devisee*, and subject to the same chance of lapse in case of his death in the life time of the devisor, as is incident to the ambulatory nature of a will. Co. Lit. 80. Ter. Rep. 241, 251, 787.*

Appointment of Lands in pursuance of a Power operating as a Conveyance.

THIS INDENTURE made, &c., between [*vendor*] of the first part (1), [*purchaser*] of the second part, and [*trustee*] for the purpose of barring dower of

* It is not absolutely necessary to make the trustee of [*vendor*] for barring dower, a party to the deed, and is discontinued by most conveyancers, as the power of appointment is calculated to meet the difficulty of obtaining the trustee's signatures; however, if it can be easily obtained, make him a party following the [*vendor*], this above precedent will then be of four parts.

APPOINTMENTS.

the third part. WHEREAS, [*here recite the deed by which the premises were limited to such uses as [vendor] should appoint, with other uses, so as to prevent any wife of his from being entitled to dower. Recite the agreement for purchase*].

NOW THIS INDENTURE WITNESSETH, that in pursuance of the said agreement, and for, and in consideration of the sum of *l.* of lawful *British* money, by the said [*vendor*] to the said [*purchaser*] in hand, well and truly paid, at or upon the execution of these presents. The receipt of which said sum, in full, for the absolute purchase of the lands, tithes, and other hereditaments intended to be hereby applied and released; the said [*vendor*] doth hereby acknowledge, and of and from the same, and every part thereof, doth acquit, release, and discharge the said [*purchaser*], his heirs, executors, administrators, and assigns, for ever by these presents⁽¹⁾; and pursuant to, and by virtue, and in exercise of the power and authority to the said [*vendor*], by the said indenture of release, of the *day* of *for* this purpose given or limited as hereinbefore mentioned, and all other powers and authorities whatsoever enabling him, in this behalf, he the said [*vendor*], by this deed or writing, sealed and delivered by him in the presence of, and attested by the two credible persons, whose names are intended to be hereupon endorsed as witnesses in that behalf, doth irrevocably direct, limit, and appoint, That all and singular the lands, tithes, and other hereditaments hereinafter particularly described, and intended to be hereby released with their several appurtenances, (*being part of the hereditaments comprised in the before recited indentures of lease and release*), shall from henceforth go and remain. AND that the said indenture of release, of the *day* of *shall* as to the said hereditaments hereby limited and appointed, operate and enure, to, and upon the uses and trust, and with the power hereinafter declared and contained, of, and concerning the said lands, hereditaments, and premises, for the sole benefit of the said [*purchaser*], his heirs and assigns. AND THIS INDENTURE ALSO WITNESSETH, that in further pursuance of the said recited agreement, and in consideration of the said sum of *l.* so paid by the said [*vendor*] to the said [*purchaser*] as aforesaid; and for the further and better assuring the said lands, hereditaments, and premises, to the uses upon the trust, and with the power hereinafter declared and

(1) It is usual to make a trustee of the purchaser, pay 5s. or the like, but as the use is in the above precedent expressly limited to him *in remainder after the habendum*, there is no necessity for a consideration, or introducing the trustee of purchaser in the witnessing parts.

contained (1). He the said [*vendor*] hath granted, bargained, sold, aliened, released, and confirmed; and by these presents doth, &c., unto the said [*purchaser*], in his actual possession, now being by virtue of a bargain and sale, to him thereof made by the said [*vendor*], in consideration of 5s. by indenture, bearing date the day next before the day of the date of these presents, for the term of one whole year, commencing from the day next before the day of the date of the same indenture of bargain and sale, and by force of the statute made for transferring uses into possession, and to his heirs, all, &c. Together with all and singular ways, paths, passages, privileges, profits, advantages, hereditaments, and appurtenances whatsoever to the said several pieces or parcels of land, hereditaments, and premises, or any part thereof belonging, or in any wise appertaining, or therewith usually occupied or enjoyed, or accepted, reputed, deemed, taken, or known, as part, parcel, or member thereof, or of any part thereof. AND the reversion and reversions, remainder and remainders, yearly, and other rents, issues, and profits, of all and singular the aforesaid lands, hereditaments, and premises: AND all the estate, right, title, interest, use, property, benefit, claim, and whatsoever of him the said [*vendor*], into, and upon the same hereditaments, TO HAVE AND TO HOLD the said several pieces or parcels of land, hereditaments, and premises hereby released, or intended so to be, and every part thereof unto the said [*purchaser*], his heirs and assigns. AND IT IS HEREBY AGREED AND DECLARED, between, and by the parties hereto, that as well the direction and appointment, as also the grant and release hereinbefore contained, shall severally operate and enure; and all and singular the lands, tithes, and other hereditaments hereby appointed and released, or intended so to be, shall from henceforth go and remain, to such uses, upon, and for such trusts, intents, and purposes, and with, under, and subject to such powers, provisos, and declarations, as the said [*vendor*] by any deed or deeds, writing or writings, with or without power of revocation, to be by him sealed and delivered, in the presence of two or more witnesses, shall from time to time direct, limit, or appoint; and in the meantime, and until, and also in default of any such direction, limitation, or appointment; and so far as the

(1) If trustee of [*vendor*] is made a party,—say, And in consideration of the sum of 5s. of lawful, &c., to the said [*trustee*] in hand, well and truly paid by the said [*purchaser*] at, &c., the receipt, &c., he the said trustee, at the request, and by the direction of the said [*vendor*], hath bargained, sold, and released; and by these presents doth, &c., the said [*vendor*] (as above).

same, if incomplete, shall not extend to the use of the said [*purchaser*] and his assigns, during his life, without impeachment of waste: and after the determination of that estate, by any means, in his lifetime, to the use of the said [*trustee*] and his heirs, during the life of the said [*vendor*] in trust, nevertheless, for him the said [*vendor*] and his assigns: and from and after the determination of the estate so hereby limited in use to the said [*trustee*] and his heirs as aforesaid, to the only use of the said [*vendor*] his heirs and assigns for ever, and to and for no other use, intent, or purpose whatsoever, [*add covenants that vendor* (1) *is seised of an absolute estate of inheritance in fee simple, without any condition, use, trust, &c., ("except the said general power of appointment hereby exercised as aforesaid,"—that vendor has good right to convey, that the premises are free from incumbrances, and that vendor will do any act to better assure premises)*. IN WITNESS, &c.

(1) If trustee of vendor for preventing dower is made a party, let his covenant be, the first, *that he has done no act to encumber*. For the form, see post .

Appointment of Lands from a Vendor to a Purchaser, in pursuance of a Power by Appointment only.

THIS INDENTURE, made, &c., between A. B., of, &c., of the one part, and C. D. of, &c., and E. F., of, &c., a trustee for the said C. D., of the other part.

WHEREAS, by indentures of lease and release bearing date respectively the and days of, &c.; the release made between, &c., in consideration of the sum of, &c., to, &c., paid, &c., and for the other consideration therein-mentioned, the piece or parcel of land, &c., hereinafter particularly described and mentioned, and intended to be hereby limited and appointed, with the appurtenances, (together with divers other lands and hereditaments) were conveyed, limited, and assured, to the use of such person and persons for such estate and estates, intents and purposes, in such parts and proportions, and in such manner and form, absolutely or conditionally, as the said A. B., at any time or times, and from time to time, by any deed or deeds, instrument or instruments in writing, to be by him signed, sealed, and delivered, in the presence of, and attested by, two or more credible witnesses, or by his last will and testament in writing, or any codicil or codicils to be by him executed as therein-mentioned,

direct, limit, or appoint (1). And in default thereto, of the use of the said C. D., his heirs and assigns for ever. AND WHEREAS, the said A. B. hath contracted and agreed with the said C. D. for the sale, to him, of the inheritance in fee simple, in possession, of and in the piece or parcel of land and hereditaments hereinafter particularly described and mentioned, and intended to be hereby limited and appointed. NOW THIS INDENTURE WITNESSETH, that in pursuance of the same agreement, and in consideration of the sum of *l.* of lawful money of *Great Britain*, to the said A. B., in hand, well and truly paid by the said C. D., upon or before the sealing and delivery of these presents, the receipt of which said sum (in full for the said purchase money): accordingly he the said C. D. doth hereby acknowledge, and of and from the same and every part thereof, doth acquit, release, and discharge the said C. D. by these presents. He the said A. B., by virtue and in pursuance of the recited power or authority to him in that behalf given or reserved, in and by the said indenture of release of the day of, &c., as hereinafter mentioned; and by virtue, and in pursuance of every other power or authority, enabling him in that behalf, and at the nomination and appointment of the said C. D., signified by his being a party and executing these presents, hath directed, limited, and appointed, and by this present deed or writing, by him the said A. B. signed, sealed, and delivered, in the presence of, and attested by, the two credible persons whose names are intended to be hereupon written, or endorsed, as witnesses to the execution thereof by the said A. B., doth direct, limit, and appoint. That all, &c., [*describe parcels*], together with all and singular edifices, buildings, paths, passages, ways, waters, water courses, liberties, privileges, advantages, emoluments, hereditaments and appurtenances whatsoever to the same hereditaments and premises, or any part thereof belonging, or in any wise appertaining. And the reversion and reversion, remainder and remainder, and remainders, rents, issues, and profits of the same premises, shall henceforth be and remain. And that the said indentures of lease and release, of the and days of, &c., shall henceforth be and enure (2) to and for the several uses upon the trusts, and to and for the intents and purposes hereinafter mentioned,

(1) In this deed there was a person made a party with the intent as a trustee to prevent dower, but the intervening estate requisite for such purpose was omitted, and it was therefore deemed advisable to take this conveyance by way of appointment only.

(2) If the conveyance is intended to be in fee,—say, To the use of the said C. D., his heirs and assigns for ever.

APPOINTMENTS.

expressed and declared of or concerning the same, (that is to say), [*If the conveyance is to prevent dower, set forth the uses, for such purpose*]. AND the said A. B., for himself, his heirs, executors, and administrators, doth hereby covenant, promise, and agree to and with the said C. D., his heirs and assigns, in manner following, (that is to say), that for or notwithstanding any act, matter, or thing, done or committed, or willingly suffered by the said A. B., or by any person or persons lawfully claiming or to claim by, from, or under, or in trust for him to the contrary, the said power of appointment given or reserved to the said [*vendor*] as hereinbefore mentioned by the said indentures of lease and release, of, &c., was well and effectually created, and the same is now in full force and in no wise suspended, extinguished, or impeached, and that by the exercise hereby made of the said power, the said hereditaments and premises mentioned, and intended to be hereby limited and appointed, will be well and effectually conveyed and assigned (1) to and for the several uses, upon the trusts, and to and for the intents and purposes hereinbefore mentioned, expressed, and declared, of or concerning the same, and that for and notwithstanding, &c., [*here add covenants from the vendor that he had good right to appoint for peaceable possession, free from incumbrances, and for further assurance*]. IN WITNESS, &c.

(1) If conveyance is in fee,—say, “unto, and to the use of the said [*purchaser*] his heirs and assigns for ever.”

Appointment of personal Property by a Feme Covert, in pursuance of a Power reserved in the Settlement made upon her Marriage, for the Benefit of her Husband, and Release from Husband to Trustees.

THIS INDENTURE, made, &c., between A. B., the wife of C. D., of, &c., of the first part, the said C. D. of the second part, and E. F. and G. H. (*the trustees of the settlement*), of the third part.

WHEREAS, by indentures of lease and release, bearing date respectively the 8th and 9th days of May, 1825, the release being made between the said C. D., of the first part, the said A. B. therein described to be the widow, relict, devisee, and residuary legatee, and executrix, named in the last will and testament, of C. H., then late of, &c., deceased, of the second part, and the said [*trustees*] of the third part; reciting, that a marriage was then intended to be shortly had and solemnized

between the said A. B. and the said C. D. : and also reciting that the said A. B. was possessed of, or entitled to certain stock, &c., which had been transferred to, and was then standing in, the names of the said *trustees*.

IT IS WITNESSED, &c., (*certain freehold lands were granted and released by the settlement to the trustees, but in trusts to convey the same to certain persons, upon payment of the money for which she had contracted to sell the same, previous to her intermarrying with the said C. D. ; and she also assigned all sums of money due from the estate and effects of a person who had felled and cut down certain timber of her late husband's : upon trust, first to pay her debts, and those due from the estate of her late husband, and to pay a certain other sum of 4500*l.* to a relation who had made a claim upon the freehold property, and had agreed to relinquish his right in consideration thereof, when required*). And the ultimate surplus was declared to be " upon such trusts, intents, and purposes, as she the said A. B., notwithstanding her coverture, by any deed or deeds, writing or writings, with or without power of revocation and new appointment, &c., should direct or appoint." AND WHEREAS, the said marriage between the said, &c., hath been duly solemnized. AND WHEREAS, the funds provided by the said recited indenture of release, for payment of the debts of the said A. B. and C. H., her late husband, deceased, and of the aforesaid sum of 4500*l.*, are independently of the aforesaid 3 per cent. consolidated bank annuities, transferred into the names of the said [*trustees*] as aforesaid, amply sufficient for those purposes. AND WHEREAS, previously to the date and execution of these presents, the said [*trustees*] by the direction of the said A. B., and with the consent of the said C. D., (testified by their respectively executing these presents) hath sold the said 3 per cent. consolidated bank annuities, and the monies produced by such sale, after deducting the usual commission for brokerage, amounted to the sum of

NOW THIS INDENTURE WITNESSETH, that in pursuance of the power or authority to the said A. B., for that purpose reserved in and by the said recited indenture of settlement, and by force and virtue thereof, and of every other power, right, and authority to her given or reserved in her, vested, or any wise enabling her in this behalf, she the said A. B. hath directed and appointed, and by this present deed or writing, by her sealed and delivered, in the presence of, and attested by, two credible witnesses, doth direct and appoint that the said 3 per cent. consolidated bank annuities so transferred into the names of the said [*trustees*] as

APPOINTMENTS.

aforesaid, and the monies which have been produced by sale thereof as aforesaid, shall henceforth belong to, and be the absolute property of, said C. D., his executors, administrators, and assigns. AND WHEREAS, the said trustees have upon or before the date and execution of these presents, paid the said *l.* being the monies produced by the sale of the said *l.* 3 per cent. consolidated bank annuities, unto, or to the use and benefit of the said C. D. AND THIS INDENTURE FURTHER

WITNESSETH, that in consideration of the premises, and also in consideration of *l.* to the said C. D., or for his use and benefit, so paid by the said [*trustees*] at or before the sealing and delivery of these presents as aforesaid, the payments and receipts of which said sum of *l.* he the said C. D. doth hereby acknowledge, they the said C. D. and A. B. his wife, *have* each of them, *hath* remised, released, and for ever quitted claim, and by these presents do, &c. unto the said trustees, and each of them, their and each of their heirs, executors, and administrators, all, and all manner of actions, suits, cause and causes of action, suit, controversy, differences, debts, duties, accounts, reckonings, sum and sums, and money, and all other claims and demands whatsoever, both at law and in equity, which they the said C. D. and A. B., his wife, or either of them, now have or hath, or which they or either of them, their or either of their executors or administrators, or any person or persons on account of them or either of them, their or either executors or administrators, or any sum or sums of money on the account of them at any time or times thereafter, can, shall, or may have claim, challenge, or demand upon or against the said [*trustees*] or either of them, their or either of their heirs, executors, or administrators, for, or by reason, or on account of the said *l.* 3 per cent. consolidated bank annuities, or any part thereof, or of the sale or transfer thereof, upon, or by reason, or on account of the payment and application of the said monies which arose by the sale thereof, or of the dividends, annual produce of the *l.* 3 per cent. consolidated bank annuities, previously to the sale thereof. AND THIS INDENTURE WITNESSETH, that in consideration of all and singular the premises, the said C. D. doth for himself, his executors, and administrators, covenant, promise, and agree to and with the said [*trustees*], their executors or administrators, that he the said C. D., his heirs, executors, or administrators, shall and will from time to time, and at all times hereafter, well and effectually save, defend, keep harmless and indemnified, the said [*trustees*], their executors and administrators, lands and

tenements, goods and chattels, of, from, and against all actions, suits, and other proceedings, at law and in equity, which can, shall, or may, at any time or times hereafter, be brought, had, commenced, or prosecuted against the said [trustees] or either of them, their or either of their heirs, executors, or administrators, and of, from, and against all loss, costs, charges, damages, and expences, which they, or any, or either of them shall or may pay, sustain, or be put unto, for, or by reason, or on account of the said l. 3 per cent. consolidated bank annuities, or any part thereof, or of the sale or transfer thereof as aforesaid, or for, or by reason, or on account of the payment or application of the monies which arose by the sale thereof as aforesaid, upon, or by reason, or on account of any such act, matter, or thing in any wise relating thereto. IN WITNESS, &c.

Appointment of a Guardian by an Infant.

KNOW ALL MEN BY THESE PRESENTS, that I, [infant] of, &c., spinster, aged years or thereabouts, daughter of late of, &c., deceased, have chosen, nominated, and appointed, and by these presents do choose, nominate, and appoint of to be my guardian, to do, execute, and perform, during my minority, all such acts, matters, and things whatsoever, for me and on my behalf, relating to me and my estate, as a guardian may or ought to do(1).

(1) To prevent the necessity of applying to the chancellor, in case of the guardian's incapacity or refusal to act, it seems advisable to add, " But such guardianship to cease in case the said [guardian] should go to reside abroad, refuse or become incapable to act in the said guardianship, or become bankrupt or insolvent.

Appointment, by a Father, of a Guardian for his Son after his decease.

KNOW ALL MEN BY THESE PRESENTS, that I, A. B., of, &c., have committed and disposed, and by these presents do commit and dispose unto P. D., of, &c., the custody, tuition, and education of my son, A. B. from and immediately after my decease, until my said son shall attain his age of twenty-one years; and if it shall happen that the said P. D. dies before me, or before my said son attains his age of twenty-one years, then and in such case I do commit and dispose unto I. D., of, &c., such custody, tuition, and education, after my decease, and the decease of the said M. P., until my said son attains his age of twenty-one years,

APPOINTMENTS.

and desire the said I. D. to take upon him the trouble for the good of my said son.

—◆—

Appointment of a Chaplain.

KNOW ALL MEN BY THESE PRESENTS, that I, the Right Hon., &c., have admitted, constituted, and appointed, and by these presents do, &c., the Rev. A. B., of, &c., to be my domestic chaplain, and to have, hold, and enjoy all and singular the benefits, liberties, privileges, and advantages due, and of right granted to, the chaplains of nobility by the laws and statutes of this realm. IN WITNESS, &c.

—◆—

Appointment of a Parish Clerk (1).

TO ALL TO WHOM THESE PRESENTS SHALL COME, R. F., of C., in the county of esquire, sends greeting.

WHEREAS, the office or place of clerk of the parish church of in the county of is now become void by the death of and the nomination or appointment of a person to succeed the said in the said office appertains to and resides in the said R. F., as patron of the parish church of aforesaid. Now KNOW YE, that the said R. F. hath nominated, ordained, and appointed, and by these presents, doth nominate, ordain, and appoint to be the parish clerk of the parish church of in the room, stead, and place of the said and the said office to have and execute by himself, his deputy or deputies, for and during the term of his natural life, and during the same time, to have, perceive, receive, and take all such wages, fees, dues, duties, profits, and emoluments as belong, and are, and shall be due to the said office, and of right ought to belong to the same, in as large and ample a manner, as the said or any of his predecessors, clerks of the said parish of have had, or ought to have had, as due and accustomed to the said parish clerk. IN WITNESS whereof the said R. F. hath to these presents set his hand and seal, the day of in the year of our Lord (2).

(1) The parish clerk is, in some places, chosen by the vestry, held for that purpose; and where such a custom prevails, it is considered a *temporal or civil right* in the parish; and the archdeacon is compellable, by mandamus, to confirm the object of their choice, by swearing him into office. Cro. Car. 589. 2 Roll. Abr. 286, 424.

(2) This appointment may run, "*Know all men by these presents, that I, R. F., of, &c. have nominated, &c.*" without making any recital.

Appointment of new Trustees, by virtue of a Power in a Settlement.

THIS INDENTURE, of four parts, made, &c. between C. D., of, &c., widow, and the Right Hon. I. E. P., of of the first part; L. M. and H. his wife, late H. I., spinster, (only daughter of Sir I. I., Bart., deceased), of the second part; W. E. A. and I. N., of the third part; and H. L. L. and C. E., of the fourth part.

WHEREAS, by indenture of settlement (1), made subsequent to the marriage of the said L. M. with the said H., his wife, bearing date, &c., being of three parts, and made between the said L. M., by his description of, &c., and the said H., his wife, only daughter of the said Sir I. I., deceased, of the first part; I. I., of, &c., and W. M., of, &c., executors of the last will and testament of the said Sir I. I., of the second part; and the said W. E. A., I. N., C. D., and the said I. E. P., by his description, &c., of the third part, after reciting as therein is recited: IT IS WITNESSED, that in obedience to the decree and order of the court of Chancery therein recited, and for making a settlement and provision for the said H. and the issue of the said intended marriage, it was thereby declared and agreed, that the several sums of L., &c. &c., therein-mentioned, should be transferred by the said I. I. and W. M. unto them the said W. E. A., I. N., and C. D., and I. E. P., upon trust for the use and benefit of the said L. M. and H., his wife, and the issue of the said marriage, in manner therein-mentioned; in which said indenture of settlement is contained (among other things), a proviso, whereby it is provided, declared, and agreed, that in case any of them, the said W. E. A., I. N., C. D., and I. E. P., should happen to die, or be minded or desirous to give up, or be discharged from, or should neglect or refuse to act in the trusts reposed in them, before the said trusts should be fully executed and performed, it should and might be lawful to and for the survivor and survivors of them, or other or others of them, the said trustees, by and with the consent and approbation of the said L. M. and H., his wife, or the survivor of them, testified in writing, under their hands and seals, or the hand and seal of the survivor of them, and after both

Recital of a settlement made after marriage,

whereby several sums were to be transferred to trustees;

but with a power of appointing new ones in case of death or refusal.

(1) Though the *recital* of the instrument creating the power be not absolutely essential, it would nevertheless be advisable to recite it. Indeed it is *necessary* that the *intention* to exercise the particular power, and especially as to the estate or premises, be apparent.

their deceases, then to and for such of the said trustees as should survive and continue to act in the execution of the trusts thereby in them reposed, testified by writing under their hands respectively, to nominate and appoint one or more new or other trustee or trustees, in the room of such trustee or trustees so dying or desiring to be discharged from, or neglecting or refusing to act in the said trusts, and that such survivor, or other trustee or trustees as aforesaid, should do such acts as should be reasonable or necessary for assisting and transferring to, and vesting the said trust premises respectively in him or them, and such new trustee or trustees, and that from time to time, and so often as there should happen to be any vacancy in the said trust, by death, resignation, or otherwise as aforesaid, the same should be filled up, and the said trust premises duly and properly transferred and assigned for that purpose, in such and the like manner as therein before mentioned, with respect to such first vacancy as aforesaid; and so as that the remaining trustee or trustees might, together with the said new trustee or trustees, become jointly possessed of, or interested in, the said several sums, stocks, funds, and securities, upon the trusts, and for the intents and purposes, and subject to the provisos and agreements thereby expressed and declared of and concerning the same, or such of them, as should be then existing, undetermined, and capable of taking effect, or as near thereto as might be. AND WHEREAS, the said trust monies, in the said recited indenture of settlement mentioned, have been reduced, and now consist of £ l., &c. AND WHEREAS, the said W. E. A. and I. N. are desirous to give up, and be discharged from, the trusts reposed in them by the said hereinbefore recited indenture of settlement. Now THIS INDENTURE WITNESSETH, that by virtue and in pursuance of the power and authority of the said hereinbefore recited indenture of settlement, mentioned and contained, and in exercise and part performance thereof, they the said C. D. and I. E. P., by and with the consent and approbation (1) of the said L. M. and H.,

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trust.

(1) Great care should be taken in following the words of the original deed, in execution of the power, as the persons appointing act only under the authority given them. Thus, "*the consent and approbation of the husband and wife*" are made necessary in the present case, and that approbation must "*be testified under their hands and seals,*" to enable the trustees to "*nominate and appoint.*" The execution, therefore, should express the *approbation of the husband and wife*, by their *sealing and signing* the deed, and use the words "*nominate and appoint,*" and not others. The words and directions of the original deed cannot be too strictly pursued: and the intention of this little work is to prevent errors and uncertainty, rather than to remedy them, when made.

his wife, (testified in this deed or writing by their being parties to, and signing, sealing, and delivering the same), have nominated and appointed, and by these presents do nominate and appoint, the said H. L. L. and C. E. to be trustees in the room and stead of the said W. E. A. and I. N., to act with the said C. D. and I. E. P., in the trusts mentioned and declared, in and by the hereinbefore recited indenture of settlement : AND they the said C. D. and I. E. P., (with the consent and approbation of the said L. M., and H. his wife, testified as aforesaid), do direct and appoint, and they the said L. M. and H. his wife, do hereby also direct and appoint the said W. E. A. and I. N., to make and join in making all and every such transfer and transfers of the said capital sums of, &c., (the remainder of the said trust monies, in the said recited indenture mentioned,) as shall or may be requisite or necessary for vesting the said trust funds in the said H. L. L. and C. E., jointly with the said C. D. and I. E. P. UPON THE TRUSTS, and for the intents and purposes, and subject to the provisos and agreements, in and by the said hereinbefore recited indenture of settlement, expressed and declared, of and concerning the same, or such of them as are now existing, undetermined, and capable of taking effect, or as near thereto as may be. IN WITNESS, &c.

Appoint-
ment of new
trustees.

The relin-
quishing
trustees to
transfer to
the new
ones.

Appointment of a Feme Covert in pursuance of a Power.

THIS INDENTURE made, &c., between R. E. B., of and D. his wife, of the one part, and E. F. of the other part.

See post tit.
Power.

WHEREAS, by indenture bearing date, &c., and by a common recovery suffered in term, wherein were demandants, tenants, and the said R. E. B., and D. his wife, vouchees, all, &c., were limited to the use of such person or persons, for such estate and estates, intents and purposes, as the said D., (notwithstanding her coverture) from time to time, by any deed or deeds, writing or writings, to be by her executed and delivered, in the presence of three or more credible witnesses, or by her last will, &c., should limit or appoint. And in default, &c., to the said D., her heirs and assigns; as by the recovery remaining on record at *Westminster*, and the said indenture, relation being, &c., WITNESSETH, that for paid to the said R. E. B., by the direction of the said D., the receipt (*whereof they both acknowledge*), the said D., by virtue of the power to her reserved or limited, in and by the said recited indenture, and of all other powers which she hath in this behalf, hath limited and appointed, and by this

APPOINTMENTS.

present indenture, (sealed and delivered by her in the presence of three credible persons, whose names are hereon indorsed as witnesses,) doth limit and appoint, that the said manors, &c. before mentioned, to be comprised in the said recited indenture and recovery aforesaid, with their and every of their appurtenances, shall be and remain, and that the said common recovery, after the perfecting thereof, and all other assurances already had, made, levied, suffered, or executed, or hereafter to be made, &c., of the same premises, or any part or parts thereof, by or between the said parties to these presents, or to which they, or any of them, are, is, or shall be parties, or a party, shall be and enure, and are meant and intended, and shall be deemed, construed, and taken to be, and enure to the use and behoof of the said E. F., his heirs, and assigns for ever, subject, nevertheless, to such defeazance or redemption, as, in and by a certain indenture of defeazance, expressed to be made between the said E. F. of the one part, and the said R. E. B., and D. of the other part, already prepared, and intended to bear even date with these presents, is agreed and declared concerning the same.—R. E. B. *covenants that the said D. hath in herself full power, &c. to limit and appoint the premises to the use of the said E. F., his heirs and assigns for ever, in manner and form aforesaid.* IN WITNESS, &c.

—◆—

Appointment of Receiver of Rents of Mortgaged Premises, by creating a Term.

THIS INDENTURE, of three parts, made, &c., between R. G., of of the first part; J. A. and H. G., of of the second part; and R. B., of of the third part.

WHEREAS, by indentures of lease and release, the lease bearing date the day next before the day of the date of the release, and the release bearing even date with these presents, and made, or expressed to be made, between the said R. G. of the one part, and the said J. A. and H. O. of the other part, in consideration of the sum of *l.* in the same indenture of release mentioned to be advanced and paid to the said R. G., by them the said J. A. and H. O., he the said R. G. did thereby grant, bargain, sell, alien, release, and confirm unto the said J. A. and H. O., and to their heirs, the manor or lordship of, &c., and the fishery, mill, and premises therein mentioned, and hereafter mentioned, to be hereby demised, or intended so to be, (subject to the yearly rent charge of *l.* issuing and payable out of the same, and to other charges and incumbrances therein mentioned), To HOLD the same unto and to the use of

recital of
mortgage.

them the said I. A. and H. O., their heirs and assigns
 for ever, subject, nevertheless, to a proviso therein con-
 tained for the redemption of the same manor and pre-
 mises, on payment by the said R. G., his heirs, execu-
 tors, administrators, or assigns, unto the said J. A. and
 H. O., their executors, &c., of the sum of *l.* with
 interest for the same, at the rate of *l.* for every
 hundred, by the year, at the days and times, and in
 manner thereafter particularly mentioned. And in
 which said indenture of release is contained a proviso or
 agreement, whereby it is agreed, that upon punctual
 payment of the interest, half-yearly, to become due upon
 the said principal sum of *l.* they the said J. A.
 and H. O., their executors and administrators, would
 accept of per cent. per annum, in full discharge
 of the interest at per cent. &c., as in and by the
 said in part recited indentures of lease and release, rela-
 tion being thereto respectively had, may more fully and
 at large appear. AND WHEREAS, it hath been agreed, recital of
agreement
to appoint a
receiver.
 by and between the said R. G., and the said J. A. and
 H. O., that for the regular and punctual payment, half
 yearly, of the interest of the said sum of *l.* so long
 as the said principal sum of *l.* or any part thereof,
 shall remain due and owing, a receiver shall be from
 time to time appointed, to be approved of by the said
 R. G. and J. A. and H. O., for receiving the rents and
 profits of the said premises hereinafter mentioned; and
 that the said R. B. shall be the receiver immediately ap-
 pointed for that purpose, to act as hereinafter is men-
 tioned. NOW THIS INDENTURE WITNESSETH, that in
 pursuance of the said agreement, and for, and in consi-
 deration of the sum of *l.* of lawful money, &c., by
 the said R. B. to the said R. G. in hand paid, immedi-
 ately before the sealing and delivery of these presents,
 the receipt whereof is hereby acknowledged, he the said
 R. G., by and with the consent and approbation of the
 said J. A. and H. O., testified by their being parties to,
 and sealing and delivering these presents; and the said
 J. A. and H. O., by and with the privity and consent of
 the said R. G., testified by his being a party to, and
 sealing and delivering these presents, have and every
 of them hath granted, bargained, sold, and demised,
 and by these presents do, &c. unto the said R. B., his
 executors, administrators, and assigns, all, &c. TO HAVE
 AND TO HOLD the said manor, &c., and premises here-
 inbefore mentioned, to be hereby bargained, sold, and Demise of
the premises
for a term
of years, to
R. B.
 demised, with their and every of their appurtenances,
 unto the said R. B., his executors, administrators, and
 assigns, from henceforth, for and during, and until the
 full end and term of years, if the said R. B. shall

so long live, without impeachment of, or for any manner of waste, subject to an annuity, &c. of *l.* issuing and payable out of (among other lands and hereditaments) the said manor and premises, during the life of the wife of *&c.*, and formerly the wife, and afterwards the widow of *&c.* deceased, the late father of the said R. G., and to the powers and remedies for recovering of the same. UPON THE TRUSTS, nevertheless, and for the intents and purposes hereinafter expressed and declared, (that is to say), UPON TRUST, that he the said R. B. shall and do, from time to time, permit and suffer the said R. G., his heirs and assigns, to hold and enjoy the said demised premises, and have, receive, and take the rents, issues, and profits thereof, until such time as one whole year's interest upon the said sum of *l.* shall be in arrear and due, owing and unpaid to them the said J. A. and H. O., their executors, administrators, or assigns. AND UPON FURTHER TRUST, that the said R. B. shall and do, from and immediately after one whole year's interest of the said sum of *l.* shall so be in arrear and unpaid as aforesaid, (subject as aforesaid), enter into, and upon the said demised premises, from thenceforth, from time to time, during the said term, determinable as aforesaid, or during so many years of the said term as the said sum, or any part thereof, shall remain at interest on the aforesaid security, and to ask, demand, collect, receive, and take the yearly rents, issues, and profits of the said hereby demised premises, and apply and dispose of the same in manner following, viz. (subject to the said annuity), do and shall, pay, apply, and dispose of the money to be received from the rents, issues, and profits of the said premises by the means aforesaid, for the purposes, and in manner following, (that is to say), in the first place, the said R. B. shall and may, by, and out of the said rents, issues, and profits, retain, and reimburse himself, all costs, charges, and expences which he shall have paid, sustained, or incurred in, or about the execution of all or any of the trusts or powers hereby reposed in him; together with a reasonable allowance or compensation for his trouble, in or about the execution of the same trusts or powers; and in the next place to pay or cause to be paid unto them the said J. A. and H. O., their executors, administrators, and assigns, by half-yearly payments, all interest which shall from time to time become due for the said sum of *l.* or any part thereof, and after the payment thereof, do and shall pay, or cause to be paid unto him the said R. G., his heirs or assigns, or other the person or persons for the time being, entitled to redeem the same premises, or to

Subject to
annuity.

On trust to
permit R.
G. to receive
the profits
till one
year's inter-
est be in
arrears;

and then to
enter.

and receive
the profits
himself;

and there-
to pay the
interest to
J. A. and
H. O.

such person or persons as he or they shall order and direct: the clear residue and surplus of the said rents, issues, and profits of the same hereditaments and premises, which shall from time to time remain, after answering the purposes aforesaid. PROVIDED ALWAYS, and these presents are upon this express condition, that if the said R. G., his heirs, executors, administrators, and assigns, or any of them, do and shall at any time hereafter, before the expiration of the said term of years, determinable as aforesaid, well and truly pay, or cause to be paid unto them the said J. A. and H. O., their executors, administrators, or assigns, the said sum of £. together with all interest that shall be then due for the same, and do and shall well and truly pay, or cause to be paid unto the said R. B., a reasonable allowance for his trouble and care in and about the trusts aforesaid, then to be due; then and in such case, and from and immediately after such payment so made as aforesaid, the said term of years, hereby granted and demised as aforesaid, shall from thenceforth arise, determine, and be void, any thing hereinbefore contained to the contrary notwithstanding. AND IT IS HEREBY AGREED AND DECLARED, by and between the said R. G., and them the said J. A. and H. O., that it shall and may be lawful to, and for the said R. B., from time to time, and at all times hereafter, during the said term of years, determinable as aforesaid, to remove and put out all or any of the tenants or occupiers of the said hereby demised premises, and to let, set, and demise the same demised premises, or any part or parts thereof, unto such person or persons, and upon and under such terms and conditions, and in such manner and form, as with the consent and approbation of them the said J. A. and H. O., their heirs, executors, or administrators, he the said R. B. shall think proper. AND ALSO, that it shall and may be lawful to and for the said R. B., to take all or any lawful remedy or remedies, by action, suit, distress, or otherwise, for the receiving, collecting, and recovering the rents, issues, and profits of the said hereditaments and premises hereby granted and demised, of and from the respective tenants and occupiers thereof; and to do and execute all other matters and things needful and requisite for the collecting and recovering the same. AND the said R. G., for himself, his heirs, executors, and administrators, doth covenant, promise, and agree to and with them the said J. A. and H. O., their heirs, executors, and administrators, by these presents, that if the said R. B. shall die before the expiration of the said term of years, or that the said term of years shall, by the said J. A. and H. O., their heirs,

Proviso in case of payment of mortgage money.

Power given to R. B. to let the premises;

with the approbation of J. A. and H. O.;

and to dis-train for rent.

Covenant by R. G. to grant a new term on the same trusts, in case the present be defeated by certain events.

APPOINTMENTS.

executors, administrators, or assigns, be determined before the expiration thereof, as hereinafter is mentioned; or that the said R. B. shall be removed, or by any means rendered incapable of collecting and receiving the rents, issues, and profits of the said hereby demised premises, and the said sum of £. or any part thereof, shall then remain due and unpaid; then, and in any, or either of the said cases, and so from time to time, as often as it shall happen, that any receiver, appointed as hereinbefore is mentioned, of the said premises, shall happen to die, or be otherwise removed from such receivership, that the said R. G., his heirs, executors, administrators, and assigns, shall and will grant the like term of years, of and in the said hereby demised premises, to such person or persons as they the said J. A. and H. O., their heirs, &c. shall nominate and recommend for that purpose; which said term of years, shall be determinable on the death of such person or persons, and shall be upon the same trusts, and by and under such and the same provisos, declarations, covenants, and agreements, (and subject as aforesaid), as the nature of the case may require, and as shall be by the said J. A. and H. O., their heirs, &c. or their counsel, thought requisite and proper to be inserted in such grant or demise, to the intent that the interest of the said sum of £. shall be punctually paid to them the said J. A. and H. O., their executors, &c., by and out of the rents and profits of the said hereby demised premises, according to the true intent and meaning of the proviso for redemption and covenants in the said indenture of mortgage for that purpose contained. AND the said R. B., for himself, his heirs, executors, and administrators, doth hereby covenant, promise, and agree to and with the said R. G., his heirs and assigns, and also to and with them the said J. A. and H. O., their heirs, &c., that he the said R. B. shall and will, from time to time, and at all times hereafter, during the continuance of this present demise, when he shall have entered into the receipts of the rents and profits of the said premises, duly pay and apply all the monies which shall come to his hands by and from the rents and profits of the said premises hereby demised, according to the trusts hereby in him reposed, and according to the true intent and meaning of these presents. AND the said R. G., for himself, his heirs, executors, and administrators, doth hereby covenant, promise, and agree to and with the said R. B., his executors and administrators, that he the said R. G., his heirs and assigns, shall and will allow and pay, or cause to be paid unto the said R. B., when he shall receive the rents and profits of the

tenant
R. B.,
that he will
by the
fits ac-
cording to
trusts.

, to
an al-
lowance for
the and
cess;

said hereby demised premises, as a reasonable allowance for his expences, costs, charges, trouble, and pains in collecting and receiving the rents and profits of the said hereby demised premises, and for his acting in the trusts hereinbefore mentioned and declared; and that it shall and may be lawful to and for the said R. B., to retain and take the same to his own use accordingly; and also that he the said R. B. shall not be answerable for more monies than what he shall actually receive by virtue of these presents, nor for any loss which may happen by the insolvency of any tenant or occupier of the said demised premises, or any part thereof, or for the insufficiency or deficiency of any beasts or cattle, or any goods or chattels which shall be had or taken by way of any distress for any rent or arrears of rent due, or to incur or grow due, in respect of the said premises hereby demised, or any part hereof, so as the same do not happen through his wilful default; nor for any banker, goldsmith, or other persons, with whom any of the monies which shall come to the hands of the said R. B., shall be deposited for safe custody. PROVIDED ALWAYS, and these presents are upon this express condition, that in case, at any time whilst the said sum of *l.* or any part thereof shall remain at interest upon the hereinbefore recited security, there shall be a failure in the punctual payment of the interest thereof, by half yearly payments as aforesaid; and that they the said J. A. and H. O., their heirs, executors, administrators, or assigns, shall be minded to determine the said term of *years*, hereby granted to the said R. B.; or if the said R. B., by any disability, shall be rendered incapable to collect and receive the rents and profits of the said premises hereinbefore demised, or shall refuse or neglect to account or proceed therein, according to the true intent and meaning of these presents, or shall otherwise misbehave himself in relation to the trusts in him hereby reposed, then, and in any or either of these cases, if the said J. A. and H. O., their heirs, &c., shall and do tender, or cause to be tendered unto the said R. G., or unto the person or persons who shall be then entitled to the equity of redemption of the said premises hereby demised, the sum of *l.* of lawful, &c., with intent to frustrate, determine, and make void the said terms and estate of *years*, granted to the said R. B. as aforesaid, and do and shall at any time within the space of six calendar months then next following, by any deed or writing under the hands and seals of them the aforesaid J. A. and H. O., their heirs, &c., attested by two or more credible witnesses, signifying and declaring their intentions so to be, that the said term and

which he may retain; and shall not be answerable for losses, &c.

Proviso for determining the demise.

APPOINTMENTS.

estate hereby granted and demised to the said R. B., of, and in all and singular the aforesaid premises, demised or mentioned, or intended so to be, and every part thereof, shall cease, determine, and become absolutely void, to all intents and purposes whatsoever: PROVIDED, nevertheless, that nothing herein contained, shall extend or to be construed to extend to affect the said annuity or yearly rent charge of *l.*, or any of the powers or remedies created for recovering the same. IN WITNESS, &c.

A short Form of an Appointment by Mortgagor of a Receiver of Rents to secure the interest to Mortgagee, allowing per cent.

THIS INDENTURE made, &c., between A. B. of, &c., of the first part, C. D. of, &c., of the second part, and E. F. of, &c., of the third part [*recite the mortgage*].

AND WHEREAS, the said C. D. for better securing the punctual payment of the interest of the said sum of *l.* so long as the said sum, or any part thereof, shall remain due and owing unto the said *l.* B., upon or by virtue of the said recited security hath agreed with the said C. D. to appoint the said E. F. receiver of the rents, issues, and profits of all and singular the said premises so granted and released to the said C. D. by the said recited indenture as aforesaid. TO THE INTENT that in the first place, the interest of the said principal sum of *l.* after the rate aforesaid, shall be paid to the said C. D., his executors, &c., half yearly, within one month after the same shall become due, without any deduction whatsoever. And that from and after payment of the said interest money to the said E. F., his executors, &c., as aforesaid, and after the said E. F. shall have deducted the sum of *l.* in the pound, yearly, for his trouble in receiving the rents and profits of the said premises, he shall pay the residue of the rents and profits to the said G., his heirs or assigns. Now, &c. that the said A. B., in pursuance of the said agreement, and in order that the interest of the said principal sum of *l.* may be regularly and punctually paid, hath made, ordained, constituted, authorised, and appointed, and in his place and stead, put and deputed—AND BY, &c., E. F., his true and lawful attorney for him and for the uses after-mentioned, to ask, demand, sue for, levy, recover, and receive of and from the said tenants or occupiers of the said premises, all and every the rents, issues, and profits now due, and which at any time hereafter shall become due, unto the said A. B.,

his heirs, or assigns, for or in respect of all and singular the said premises, and on receipt thereof to give acquittances or other discharges for the same, in the name of the said A. B., his heirs or assigns, and in default of payment of the same, to enter into the said premises and every or any part thereof respectively. AND in the name of the said A. B., his heirs or assigns, to distrain for the same, and to cause the goods so *distrained* to be valued, appraised, sold, and disposed of according to law, and to use all such other means for recovering and receiving the said rents and profits as the said A. B., his heirs or assigns, might or could do if personally present. AND the said A. B. doth hereby give and grant unto the said E. F., his attorney, good, right, and full power to appoint one or more attorney or attorneys under him, and the same again, at pleasure, to revoke, and other and others, in his or their place or places to substitute, and do all other necessary and expedient acts touching the premises, as fully and effectually as the said A. B., his heirs and assigns, might or would do if personally present; and whatsoever the said E. F., the receiver hereby appointed, shall lawfully do or cause to be done in or about the premises, the said A. B. shall and will, and hereby doth ratify and confirm. AND the said A. B. doth hereby for himself, his heirs, &c., covenant, promise, and agree to and with the said E. F., his executors, &c., that in consideration of the said M.'s undertaking to satisfy and *pay by and out* of the rents and profits of the said premises, *the interest* or the said sum of £, so long as the said sum or any part thereof, shall remain due and owing unto the said B., his executors, &c., and from and after payment of the same, to pay and deliver the surplus of the said rents and profits of the said premises to the said A. B., his heirs or assigns, he the said A. B. shall and will pay and allow unto the said E. F., at and after the rate of £ in £ for the gross rents and profits to be received by him yearly, and every year, upon the £ in each year. AND the said E. F. for himself, his executors, &c., doth covenant, promise, and agree to and with the said C. D., his executors, &c., that he the said E. F. shall not, nor will, before the said principal sum of £ and interest thereof shall be paid to the said C. D., his executors, &c., *quit such receivership* without giving six months' notice of his intention to resign the same to the said C. D., his executors, &c., and clearing all interest due to the end of the said six months. AND the said A. B. for himself, his executors, &c., doth covenant, &c., to and with the said C. D., his executors, &c., that if at any time before the said principal sum of £, and

APPOINTMENTS.

all interest due for the same shall be paid off and satisfied, he the said A. B., his heirs or assigns, shall displace the said E. F., or any other person to be hereafter appointed, from being receiver of the rents and profits of the said premises; or in case he shall die or decline to act therein, THEN and in any of such cases, and when and as often as the same shall happen, the said A. B., his heirs or assigns, shall and will appoint a new receiver, to be approved of by the said C. D., his executors, &c., which new receiver shall thereupon enter into such and the like covenants with the said C. D., his executors, &c., for the payment of the interest of the said sum of £., as are contained in respect thereof, in these presents, on the part of the said E. F., his executors, &c. AND it is hereby covenanted and declared, and agreed by and between the said A. B. and C. D., that before such principal money and interest shall be discharged as aforesaid, it shall not be in the power of, or lawful for, the said A. B., his heirs or assigns, to discharge the present receiver, or any future receiver to be appointed hereafter, without the consent of the said C. D., his executors, &c., in writing, signed by him or them, with his or their hand or hands, for that purpose first had and obtained. IN WITNESS, &c.

Appointment of a Receiver to keep down Interest upon a Mortgage.

THIS INDENTURE made, &c., between [mortgagor] of the first part, [mortgagee] of the second part, and [receiver] of the third part; [recite the mortgage].

AND that it was agreed upon the contract for the loan, that a receiver of the rents, &c. of the estate, should be appointed for better securing the payment of the principal and interest, conformable to the proviso and covenant therein contained. NOW THIS INDENTURE WITNESSETH, that in pursuance of the said agreement, he the said [mortgagor], at the nomination, and by, and with the consent and approbation of the said [mortgagee], testified by his being a party to, and sealing and delivering these presents; and also he the said [mortgagee] have, and each of them hath made, constituted, and appointed; and, &c., their, and each of their receiver, agent and attorney, for the purposes hereinafter mentioned, (that is to say), from time to time, in the name of him the said [mortgagor], or if the person or persons for the time being, entitled to redeem the said hereditaments and premises, or otherwise to ask, demand, collect, and receive the rents, issues, and profits of all and singular the said messuages, lands, tenements, hereditaments,

and premises comprised in the said in part recited indenture, of the day of with the appurtenances, of and from all and every person and persons liable to pay the same, all rents, and arrears of rents, and other sums of money which hereafter shall be due or owing, or payable for, or in respect of the manors, messuages, farms, lands, hereditaments, and premises hereby charged with the payment of the said sum of

l. and interest, secured by herebefore recited indenture, or any of them, or any part thereof, and to make such allowances to tenants and others paying the said rents, for taxes, repairs, or otherwise, as they respectively shall be entitled unto, and on receipt of such rents or arrears of rent, or sum or sums of money, or of any part thereof, to give good sufficient releases, receipts, and discharges for the same, and in default thereof, for him the said [*mortgagor*], and in his name to commence, bring, and prosecute any action or actions, suit, or other proceeding or proceedings, at law or in equity whatsoever, for recovering the same; and to take, or cause to be taken, any distress or distresses, or otherwise to act therein according to law; and to make, or cause to be made, any avowry or avowries, recognizance or recognizances, of, or for such distress or distresses, and also one or more attorney or attorneys, under, or for him the said [*receiver*], from time to time to substitute and appoint, for all or any of the purposes aforesaid, and him and them to remove at his free will and pleasure, and generally to do, execute, and perform, authorise, and allow all and every, and any act, deed, matter and thing whatsoever, relative to the receipt or recovery of such rents, arrears of rent, or sums of money as aforesaid, or any part thereof, as fully, amply, and absolutely, to all intents and purposes, as he the said [*mortgagor*] might, or could do, he hereby giving, and granting unto the said [*receiver*] his full and whole power therein, and hereby promising and agreeing to ratify and confirm, and allow to be valid and effectual, all and whatsoever the said [*receiver*] shall lawfully do or cause to be done in the premises: AND the said [*mortgagor*] doth hereby order and direct all and every the tenants and occupiers of the said manors, messuages, lands, and hereditaments, and all and every other the person and persons liable or interested to pay the same, to pay and deliver unto the said [*receiver*], or his deputed attorney or attorneys, the said rents, issues, and profits respectively, and doth hereby declare that the receipt or receipts of the said [*receiver*], or his deputed attorney or attorneys, shall be a good, effectual, and just discharge to all persons paying such rents and sums of money respec-

tively as aforesaid, or for so much thereof as shall be therein respectively acknowledged or expressed to be received. AND IT IS HEREBY DECLARED AND AGREED, and said [receiver] for himself, his heirs, executors, and administrators, doth hereby covenant, promise, and agree, to and with the said [mortgagor], his executors, administrators, and assigns, and as a separate covenant to and with the said [mortgagee], her executors, administrators, and assigns, that he the said [receiver] shall and will stand possessed of, and interested in, all and every the sum and sums of money to be received by him in pursuance of the power and authority heretofore contained for that purpose, upon the trusts and for the intents and purposes following, (that is to say), upon trust that he the said [receiver] shall, from time to time, in the first place, pay and discharge all such taxes, rates, assessments, and impositions whatsoever, already or hereafter to be taxed, charged, or imposed upon the said manors, messuages, lands, tenements, and hereditaments, as are payable and usually paid by landlords, together with all out-goings affecting the same, usually paid or allowed in respect thereof: AND UPON FURTHER TRUST, that he the said [receiver] shall and do, by, with, and out of the same rents and profits, from time to time, pay to the said [mortgagee], his executors, administrators, and assigns, the interest of the said sum of *l.* so secured to him and them as aforesaid, *by half-yearly payments*, so long as the same sum shall remain due and owing to the said [mortgagee], his executors, administrators, and assigns, and when and as the same shall become due and payable: and upon further trust, in the next place, by and out of the said monies to reimburse himself, the said [receiver], all reasonable costs, charges, and expences, in the execution of the said trusts, or in relation thereto, or concerning the same, together with an allowance of one shilling in the pound upon the amount of the said rents and sums of money which shall be received by him, as a compensation for his trouble in receiving and paying such rents, issues, profits, and sums of money, in the manner aforesaid, and from and after satisfaction and discharge of the said interest, so to become due and payable as aforesaid, and all such costs, charges, and expences of such allowance as aforesaid, and of every part thereof respectively, upon trust that he the said [receiver] shall and do, from time to time, render and pay the surplus (if any) of the rents, issues, and profits, and sums of money so to be received by him as aforesaid, unto the said [mortgagor], his executors, administrators, and assigns, for his and their own use and benefit. PROVIDED

ALWAYS, and it is hereby agreed and declared between and by the said parties to these presents, that the said [receiver] shall not take upon himself the office of receiver, agent, or attorney, or in any wise act under or in execution of the power or authority hereby given to and reposed in him as aforesaid, unless or until default shall be made in payment of the said interest so to become due and payable as aforesaid, by virtue of the said recited security for the space of twenty days, next over or after some or one of the days or times hereinbefore appointed for the payment thereof as aforesaid. *[A covenant may be added from receiver with mortgagor, that he will duly collect the rents and apply the same in manner, and for the purposes aforesaid; and a covenant from mortgagor with mortgagee, may be added, that he will not, during the continuance of the security, made or intended to be made by the hereinbefore in part recited indenture, &c., of even date, &c., without the consent of mortgagor, in writing, &c., revoke the powers or do any act whereby the same may become void, or obstruct the said receiver in collecting, &c.]* AND IT IS HEREBY ALSO FURTHER AGREED between the said parties hereto, that in case the said [receiver], or any future receiver to be appointed as hereinafter mentioned, shall die, or refuse, or decline, or become incapable to act in the execution of the said power or authority hereinbefore given to, or reposed in him as aforesaid, or shall misbehave himself in the trusts hereby in him reposed, then and in such case, and as often as the same shall so happen, one other fit and proper person shall be chosen by the said [mortgagee], his executors, administrators, or assigns, and shall be appointed by the said [mortgagor] to be receiver, agent, and collector, as aforesaid, and such person so to be chosen and appointed, shall have and exercise the same powers, trusts, and authorities as are by these presents given or limited to the said [receiver.] AND the said [mortgagor] doth hereby authorise and empower such receiver so to be chosen and appointed, to receive, pay, and account for the said rents and sums of money in the same manner, and to stand possessed thereof upon the same trusts as are hereinbefore mentioned, expressed, and declared, with regard to the said [receiver]. AND IT IS HEREBY DECLARED AND AGREED, by and between the said parties hereto, that the said [mortgagee], his executors, administrators, and assigns, or any of them, shall not bear, or sustain, or be charged with, or accountable for any loss which may happen of the said rents, profits, or monies, by reason or means of any neglect, default,

or breach of trust, in the said [receiver], or any future receiver as aforesaid, but that such loss (if any) shall be wholly borne by the said [mortgagor], his executors and administrators. PROVIDED, lastly, and it is hereby declared that upon the said [mortgagor], or his assigns, paying to the said [mortgagee], his executors, administrators, or assigns, the sum of *l.* and interest, according to the provisions hereinbefore contained in the hereinbefore recited indentures of, &c., these presents, and every clause, matter, and thing herein contained, shall cease, determine, and be absolutely void, to all intents and purposes whatsoever. IN WITNESS, &c.

An Appointment of a Deputy Steward of a Manor.

KNOW ALL MEN BY THESE PRESENTS, that I, W. N., esq., steward of the manors of S. H. and B., in the counties of M. and E., do by these presents constitute and appoint C. B., of the *Inner Temple, London*, gent., my deputy steward of the said manors, during my pleasure. Given under my hand and seal, this day of &c.

An Appointment of Executors in the Room of others deceased, under a Power for that Purpose in the Will.

TO ALL TO WHOM THESE PRESENTS SHALL COME, we, R. P. and W. S. send greeting: [*here recite the will and deaths of the executors.*] NOW KNOW YE, that we the said R. P. and W. S., surviving executors of the last will and testament of the said F. B., do, and each and every of us doth, pursuant to the power and authority for that purpose given to us in and by the said will of the said F. B., as aforesaid, as far as in us lieth, and we lawfully may and can, by these presents, choose, nominate, and appoint A. B., of, &c., and C. D., of, &c., to be executors of the will of the said F. B., in the room, stead, and place of the above-named and deceased, to act in conjunction with us the said R. P. and W. S., in all and every matters and things relating to the said executorship. And we the said R. P. and W. S. do, and each of us doth, hereby give and appoint unto the said and all the power and authority which we may, can, or ought to give and commit by virtue of the will of the said F. B. to any person or persons in the room and stead of the said and together with the allowances mentioned in the said will for their and each of their trouble

and care in acting in the execution of the said will, for so long time as they the said and or either of them shall act therein. IN WITNESS, &c.

By a Husband, of Lands after the Death of himself and his Wife, to the Use of all their Children (except their eldest Son) as Tenants in Common in Tail General, with Cross Remainders, Remainder to the eldest Son in Tail, Remainder to the Father in Fee, with a Proviso, in case of a younger Son becoming the eldest alive.

By Indorsement.

KNOW, &c., that I, the within-named I. C., by force and virtue of the power and authority to me in that behalf given, or reserved in, and by the within-written indenture, and of all other powers and authorities enabling me thereunto, do by this my writing, under, &c., testified, &c., direct, limit, and appoint, all, &c., in and by the within-written indenture granted and released, or mentioned, &c., with their, &c., from and immediately after the several deceases of me the said I. C. and A. my now wife, To, AND TO THE USE, and behoof of all and every the children (whether sons or daughters) of me the said I. C., by A. my wife, born or to be born, except the eldest or only son, for the time being, of me and my said wife, to be equally divided between them, share and share alike, as tenants in common, and not as joint tenants, and the heirs of the respective bodies of all and every the said children lawfully issuing (except of such eldest or only son): and if one or more of such children shall happen to die without issue, then as to the share or shares of him, her, or them so dying without issue, To, AND TO THE USE of the survivors or others of them, (except as aforesaid), share and share alike, and the heirs of their respective bodies issuing (except as aforesaid): and if all such children, but one, shall happen to die without issue; or if there shall be but one such child, (besides an eldest or only son), then to and to the use of such child, and the heirs of his or her body issuing, and in default of such issue, then to and to the use of such elder or only son of me, by my said wife, and the heirs of his body issuing, and for default of such issue, then to and to the use of me the said I. C., and my heirs and assigns for ever. PROVIDED ALWAYS, that if any younger son of me, by my said wife shall, by the death of an elder without issue, become an elder or only son, then and in such case, and so often, the share and shares of such younger son so

becoming an elder or only son, shall go, and remain to, and among, the rest of my said children, and the heirs of their respective bodies, in like manner as if such younger son, so becoming an elder or only son, had been actually dead without issue; any thing, &c. IN WITNESS, &c.

By a Father to raise Portions for Daughters and younger Sons, pursuant to a Power in a Settlement to Uses.

THIS INDENTURE, &c., between the Right Hon. P. C., of the one part, and P. S. and T. B., of the other part.

Recital of power.

WHEREAS, by indenture bearing date, &c., and made, &c., between the said P. C. and P. S. (eldest son and heir apparent of the said P. C.) of the one part, and G. H. of the other part, reciting, as therein is recited, the said P. C. and P. S. (for the considerations therein mentioned) did grant, bargain, release, and confirm unto the said G. H. and his heirs, all that, &c., to the use of said P. C., for his life, *sans* waste, remainder to the use of the said P. S. his heirs and assigns for ever. IN WHICH INDENTURE, among other things, are contained powers and provisos, whereby it is declared to be the true intent and meaning of the said indenture, and the said parties thereto, that the said P. C. should have full power and authority, and that it should and might be lawful for him, from time to time, and at any time then after, during the term of his natural life, by any deed or deeds, in writing, to be by him sealed and delivered in the presence of two credible witnesses, at least, or by his last will and testament in writing, by him sealed and published in the presence of two credible witnesses at least, to charge all or any part of the said manors, lordships, messuages, lands, tenements, hereditaments, and premises therein-before granted and released, or mentioned or intended to be granted or released, in such manner as he should think fit, with the payment of any sum or sums of money not exceeding *l.* in the whole, for the portion and portions of the daughters and younger sons of him the said P. C. by M. P., deceased, his late wife, to be paid in such proportions, and at such times, and in such manner, and with such power, ways, and means, by mortgage, sale, or otherwise, for raising thereof, as the said P. C. should think fit and appoint; any thing therein, &c., notwithstanding. PROVIDED ALWAYS, and the true intent and meaning of those pre-

sents, and the parties to the same, was, that if the said P. C. should pay, or cause to be paid, any sum or sums of money for the portions of the said daughters and younger sons, according to the purport of the aforesaid first proviso, any other way or ways, than by raising the same by the said proviso, that then the said P. C. should or might, by the same proviso, or such ways and means as are therein mentioned, raise out of, or by the premises, to his own use, so much money, not exceeding in the whole

l., for or towards the payment and satisfaction of such money as he should pay or cause to be paid as aforesaid; any thing, &c., notwithstanding, as by the said recited indenture, &c., relation, &c., more at large may appear.

AND WHEREAS, A. B. and C. D. were the daughters, and E. F. the youngest son, of the said P. C. by the said M. P., and upon the marriage of the said A. B. with T. C., esq., the said P. C. paid

Recital of the marriage of the daughters, &c.

l. as and for her portion, and upon the marriage of the said C. D. with G. C., esq., the said P. C. paid the sum of

l. as and for her portion, and the said P. C. paid to the said E. F. the sum of

l. for his part or portion of the above-mentioned sum of

l., and the said P. C. intends that the sum of

l. shall be raised out of or by the premises to his own use, towards the payment or satisfaction of

the said two several sums of

l. and l. paid by him as portions as aforesaid, he having appointed, and by these presents appointing, the said sum of

l. to have and be the portions of his said daughters and younger son.

NOW THIS INDENTURE WITNESSETH, that the said P. C., by this his deed in writing, sealed and delivered in the presence of

Appointment.

credible witnesses, whose names are intended to be hereon indorsed as attesting the execution hereof, by virtue and in pursuance of the powers and authorities given and reserved to him by the said recited indenture, or otherwise now in him vested, touching the charging the said manors, lordships, messuages, rectory, advowsons, tenements, and hereditaments, with the payment of any sum or sums of money, not exceeding, &c., doth charge and make chargeable the said manors, &c., with the payment of the said sum of

l. to him the said P. C., his executors, administrators, or assigns, and also for and in consideration of the sum of

l. of, &c., to him the said P. C., in hand paid by the said P. S. and T. B., at or before the sealing and delivery of these presents, the receipt whereof, &c. He the said P. C., in pursuance of the aforesaid power and powers, authority and authorities, hath demised, bargained, sold, limited, and appointed, and by these presents, doth, &c.,

Term of 500 years created by way of mortgage.

charging the premises with certain sums.

APPOINTMENTS.

unto the said P. S. and T. B., their executors, administrators, and assigns, all those the said manors, &c., which in and by the said recited indenture were or are mentioned to be granted, bargained, released, and confirmed, with their and every of their rights, members, and appurtenances. TO HAVE AND TO HOLD the said manors, &c., unto the said P. S. and T. B., their executors, &c., from the day next before the day of the date of these presents, for, and during, and until the full end and term of five hundred years, from thence next ensuing and fully to be complete and ended, without impeachment of waste, yielding and paying therefore the rent of one peppercorn only, on the feast-day of *St. Michael* the Archangel, if the same shall be lawfully demanded. PROVIDED ALWAYS, and it is hereby declared and agreed by, and between the said parties to these presents, that if the said P. S., his heirs, executors, or administrators, or such person or persons to whom the next and immediate reversion or remainder of the said premises, expectant upon the determination of the said term of five hundred years, shall for the time being, belong, do, and shall well and truly pay, or cause to be paid, unto the said P. S. and T. B., their executors, administrators, and assigns, at, or in, &c., the full sum of l. of, &c., upon the day of next ensuing the date of these presents, with interest for the same after the rate of per annum, by half-yearly payments, without making any deduction or abatement out of the same sum, for or in respect of any taxes, charges, duties, charged or imposed, or to be charged or imposed, upon the said premises, or any part thereof, or for or in respect of any other cause, matter, or thing whatsoever, then the demise hereby made, and every thing herein contained shall cease, determine, and be utterly void. PROVIDED ALSO, and it is hereby further declared and agreed, by and between the said parties to these presents, that until default shall be made of or in payment of the said sum of l., or of some part thereof, contrary to the tenor and true meaning of the proviso hereinbefore mentioned for payment thereof, the said manors and premises shall and may be held and enjoyed, and the rents, issues, and profits thereof be received and taken, according to the uses and estates therein limited, in and by the said recited indenture, without the let, suit, or interruption of the said P. S. and T. B., or either of them, their or either of their executors, administrators, or assigns. IN WITNESS, &c.

Proviso that
such term
shall not
affect the
possession
in default
of payment.

An Appointment and Disposition of Money.

TO ALL, &c.

WHEREAS, in and by certain articles of agreement, bearing date, &c., made between, &c., reciting, among other things, that there was a marriage intended to be had between the said A. B. and C. D., and that E. F. and G. H. were possessed of, and interested in, a mortgage made by, &c., which by mesne assignments was since come to them, for securing the sum of *l.* and interest, in trust for the said C. D. He the said A. B., did thereby covenant and agree with the said E. F. and G. H. that they the said E. F. and G. H. should from thenceforth stand possessed and interested of and in the said *l.* owing by the said *l.* and the mortgaged lands whereby the same was secured, upon the trusts and to the intents and purposes following; (that is to say), IN TRUST that they should receive the interest thereof, and pay the same into the hands of the said C. D., for her separate use, and that the said A. B. should have nothing to do therewith; and further that the said C. D. might, during her life, or by her last will, or by any other writing, whether she should be sole, or under coverture, without the consent of the said A. B., give and dispose of the said *l.* or any part thereof, to such person and persons, and in such manner and form as she should think fit. AND WHEREAS, the said C. D. hath since intermarried with the said A. B., and hath received all the interest of the said *l.* until the day of the date hereof. And the said, &c., hath also paid in the said *l.* principal money. NOW KNOW ALL MEN BY THESE PRESENTS, that he the said A. B. hath hereby disposed, directed, and appointed the said E. F. and G. H. to pay, *l.* part of the above-mentioned sum of *l.* unto, &c., and the sum of *l.* more residue thereof, unto, &c. AND doth by these presents declare, that such payments to the said, &c., severally, with each of their receipts respectively, thereof shall be as effectual and full discharges as though the said *l.* was actually paid to and received by himself. IN WITNESS, &c.

An Appointment and Disposition of Lands by a married Woman.

TO ALL PEOPLE, &c., E. H., of, &c., sendeth greeting.

WHEREAS, the said E. H., while she was sole by the name of E. D., of, &c., by indentures of lease and re-
Recital of a marriage settlement.

containing
power to
appoint on
default of
issue.

Recital of
probable
defect of
issue.

Appoint-
ment to
A. B. in
fee.

lease, bearing date, &c., in consideration of a marriage then agreed on between the said E. and P. H., of, &c., did grant, convey, release, and confirm unto C. D., of, &c., and E. F., of, &c., all that messuage, &c., to be had and holden unto the said C. D. and E. F., their heirs and assigns for ever, to the uses following; (that is to say), to the use of the said E. D., her heirs and assigns, until the said intended marriage between the said P. H. and E. D. should be had and solemnized, and afterwards to the said P. H. for term of his natural life, and after his decease to the use of the said E. D. for term of her natural life, without impeachment of waste, with remainder to, &c., in trust for, &c., and from and after the end or other determination of the said term of, &c., to the use of the heirs of the body of the said E. D., by the said P. H., lawfully begotten. AND, for default of such heirs, to the use of such person and persons, and his and their heirs, as the said E. D., with or without the consent of the said P. H., by any writing under her hand, and testified by two or more credible witnesses, or by her last will and testament in writing, should direct, limit, or appoint the same; and in default of such direction, limitation, and appointment as aforesaid, to the use of the said P. H., his heirs and assigns for ever, as in and by the said indenture of release may appear. AND WHEREAS, the said marriage did afterwards take effect; and the said E. D. hath not yet had, nor is there any likelihood of her having any child or children of her body by the said P. H., to succeed them in the premises aforesaid after their deaths. NOW KNOW YE, that the said E. H., in pursuance of the power to her reserved and given in and by the said recited indenture of release, hath limited, ordered, directed, and appointed, and by this present writing, sealed and delivered by her in the presence of, and attested by two credible persons whose names are intended to be hereupon indorsed, as witnesses attesting the execution thereof, doth direct, limit, and appoint, that all and singular the said premises before-mentioned, with the appurtenances, shall from and after the several deceases of them the said P. H. and E. H. be and remain; and the said C. D. and E. F., and their heirs, and all and every other person and persons, and his and their heirs standing and being seised of and in the said messuage, tenement, and premises above recited, shall at all times after the deaths of the said P. H. and E. H., stand and be seised thereof, and of every part and parcel thereof, with the appurtenances, to the use and behoof of, &c., his heirs and assigns for ever, and to and for none other use, intent, or purpose whatsoever.

PROVIDED NEVERTHELESS, that these presents shall not, nor shall any thing herein contained, extend or be construed to extend to the prejudice of any issue of the said E. D. by the said P. H., begotten or to be begotten, in case such issue shall happen to be hereafter born. IN WITNESS, &c.

An Election and Appointment of a Guardian of Person and Estate, with Power to let Lands, &c.

KNOW ALL MEN BY THESE PRESENTS, that I, A. B., son and heir of T. B., late of, &c., being of the age of seventeen years, have nominated, elected, and appointed, and by these presents do nominate, elect, and appoint, P. M. of, &c., to be guardian of my person and estate, until I shall attain the age of twenty-one years: AND I hereby promise to be ruled and governed by him in all things, touching my welfare: AND I do also hereby authorise and empower the said P. M. to enter upon and take possession of all and every my messuages, lands, tenements, hereditaments, and premises whatsoever, situate, lying and being in in the county of or elsewhere, whereunto I have or may have any right or title, and to let and sell the same, and receive and take the rents, issues, and profits thereof, for my use and benefit, during the term aforesaid, giving unto the said P. M. full power in the premises, and whatsoever he shall lawfully do or cause to be done in the said premises, by virtue hereof, I do hereby promise to confirm. IN WITNESS, &c.

ASSIGNMENT.

AN assignment, (*assignatio*), is the transferring and setting over to another of some right, title, or interest, but a possibility, right of entry, title for condition broken, a trust or thing in action, or cause of suit, cannot be granted or assigned over: Co. Lit. 214.

Yet though a bond, *being a chose in action cannot be assigned over*, so to enable the assignee to sue in his own name, yet he has, by the assignment, such title to the paper and wax, that he may keep or cancel it. Co. Lit. 232.

But in equity, a bond is assignable for a valuable consideration paid, and the assignee alone becomes entitled to the money, so that if the obligor, after notice of the

assignment, pays the money to the obligee, he will be compelled to pay it over again, 2 Vern. 595.

By the statute of frauds, 29 Car. II., c. 3, it is provided, that no leases, estates, or interests, &c., shall be *assigned*, granted, or surrendered, unless it be by deed or note in writing, signed by the party to be assigning, &c., or his agent, or by operation of law; but no particular form of words is necessary to make it valid, so it clearly express the intention of the parties, nor need any consideration be expressed in an assignment of lease: for the assignees being subject to the payment of the rent reserved therein, is held to be sufficient for a consideration.

In order to constitute an effectual assignment of a lease, the whole term of the assignor must be made over, for if a part only of it be transferred, it will not be construed an assignment, but an *under lease*; as the distinction between an assignment and an under lease, is where the lessor parts with his *whole* interest, and where *not*; in the latter case it is an under lease, in the former an assignment, and as the assignee stands in the shoes of the assignor, and generally answerable for such covenants as the assignor was compelled to perform, but an under leasee is tenant to the immediate lessor only, and is considered as a stranger to the terms of the original lease.

An Assignment of a Policy of Insurance upon a Life.

THIS INDENTURE, made the day of 1825,
between A. B. of, &c., of the one part, and C. D.
of, &c., of the other part (1).

Recital of
policy,

WHEREAS, by a policy of insurance or instrument in writing, dated the day of 1821, under the hands and seals of *Mary Rhode, John Hawes, and James Petty Maspratt*, three of the directors of the Pelican Life Insurance company, IN CONSIDERATION of the sum of l. then paid by the said A. B. to the said insurance office. IT WAS, by the said policy witnessed and declared, that if the said A. B. should pay to the trustees of the said insurance office, the like sum or pre-

(1) This precedent may begin "Know all men," &c., and the recital may be shortened thus. WHEREAS, the Pelican Life Insurance company, by their instrument or policy of insurance, numbered 1765, dated the day of did assure unto me the said A. B. the sum of l. within three calendar months after the decease of E. F., subject to the annual payment of l. as in and by the said instrument or policy of insurance, reference being thereunto had, will more fully appear.

mium, on or before the 16th day of October, in every subsequent year, the stock and funds of the said insurance company should be subject and liable to pay unto the said A. B., his executors, administrators, or assigns, within three months after satisfactory proof of the demise of E. F., of, &c., should have been duly certified to the trustees of the said office, the sum of 1700*l.*, of lawful money of *Great Britain*, and the said policy is subject to the proviso and stipulations therein particularly expressed and contained. AND WHEREAS, the said A. B., hath contracted and agreed with the said C. D., for the absolute purchase of all his right and interest in the policy of insurance, at or for the price or sum of *l.* AND THIS INDENTURE WITNESSETH, that for carrying the said recited contract or agreement into effect, and in consideration of the said sum of *l.* of lawful money of *Great Britain*, to the said A. B. in hand, &c., by the said C. D. upon, &c. The receipt, &c. He the said A. B. hath bargained, sold, assigned, transferred, and set over; and by these presents doth, &c., unto the said C. D., his executors, administrators, and assigns: all that the said policy of insurance so effected by him the said A. B., upon the life of the said E. F., in the Pelican Life Insurance office as aforesaid. And the said sum of 1700*l.* assured thereby, and all other monies, benefit, and advantage to be had, received, or obtained, under or by virtue of the said policy, together with full power and authority to ask, demand, sue for, recover, and receive, and give effectual acquittances, releases, and discharges for the said sum of 1700*l.*, and all the right, title, interest, possibility, property, claim, and demand whatsoever, both at law and in equity, of him the said A. B., in, to, or out of, or upon the said policy of insurance money, and premises hereby assigned, or intended so to be, and every part thereof respectively: TO HAVE AND TO HOLD, receive, take, and enjoy the said policy of insurance money, and all and singular other the premises hereby assigned or expressed, and intended so to be unto the said C. D., his executors, administrators, and assigns, for his and their absolute benefit, in as full, ample, and beneficial a manner, to all intents whatsoever, as he the said C. D., his executors or administrators, might or could have enjoyed the same, if these presents had not been made. [Add a covenant here by A. B., for himself, his heirs, executors, administrators, and assigns, that he had done no act whereby the said policy of insurance, are, is, can, shall, or may be charged, or encumbered in any way howsoever.] And that A. B. while the said sum of 1700*l.* continues to be insured as aforesaid, will do and

Contract for purchase.

Assignment of the policy.

Habendum.

Covenants.

ASSIGNMENTS.

execute all further acts, for the better assigning and assuring the said policy of insurance money and premises. IN WITNESS, &c.

An Assignment of Debt and Dividends under a Commission of Bankruptcy.

THIS INDENTURE, &c., between A. B. of, &c., and C. D. of, &c., [*this was the attorney of A. B.*]

WHEREAS, the said A. B. stands justly and truly indebted unto the said C. D. in *l.* and upwards, on the balance of an account for monies paid, laid out, and expended, and for business done and performed, and for journies taken for and on the behalf of the said A. B., and in the prosecution of suits at law and in equity, and in the managing various matters now in hand in his behalf; the expences of which will be very considerable. AND WHEREAS, the said A. B. is not at present able, without considerable inconvenience, to pay the amount, so as aforesaid, now due and owing from him to the said C. D., and it will not be in his power for some time, to come to advance money for the discharge of the expences incident to the proceedings already commenced, and others which are now about to be instituted on his behalf by the said C. D. AND WHEREAS, the said A. B., as one of the creditors of E. F. of, &c., a bankrupt, hath proved a debt under the commission against him the said E. F., to the amount of 7000*l.*, on which no dividend hath yet been made. AND WHEREAS, in order to secure to the said C. D., the payment of the balance now due and owing to him from the said A. B., with interest for the same, and to afford a security for the due payment of any expences which may be hereafter incurred by him in the affairs of the said A. B., as well as of all bills of costs and charges that may hereafter be due to him on the account of the said A. B., hath proposed and agreed to assign and make over to him the said A. B., the said debt so as aforesaid, proved by her against the estate of the said E. F., and all dividends which may be due, or become payable on account thereof, upon the trusts, and in manner hereinafter mentioned. NOW THIS INDENTURE WITNESSETH, that in pursuance of the said agreement, and in consideration of the premises, and in consideration of 10*s.* of, &c., by the said C. D. to the said A. B. at, &c., The receipt, &c. He the said A. B. hath bargained, sold, assigned, transferred, and set over; AND by these presents doth, &c. All that the said debt or sum of 7000*l.* so as aforesaid, due and owing to the said A. B., from the said E. F. and proved by her under the commission of bankruptcy, against the said E. F.

as hereinbefore is mentioned, and also all and every other dividend and dividends, sum and sums of money, which shall or may be declared or become due and payable on account thereof respectively; and all the estate, right, and interest of him the said E. F., of, in, and to the same, and every part thereof; and all powers and remedies for the recovering and enforcing payment of the same. To HAVE, HOLD, receive, and take the said debt or sum, dividend or dividends, hereinbefore expressed to be hereby assigned, with all benefit and advantage thereof, and all power and remedies for recovering the same unto the said C. D., his executors, administrators, and assigns, as, and for his and their own monies. UPON THE TRUSTS, nevertheless, and for the purposes herein-after expressed and declared, of and concerning the same; AND for the better enabling him the said C. D., his executors, administrators, and assigns, to receive the said sum and sums of money, hereinbefore expressed to be hereby assigned to the said A. B., doth hereby irrevocably make, nominate, constitute, and appoint the said C. D., his executors, administrators, and assigns, to be the true and lawful attorney and attorneys of him the said A. B., to ask, demand, sue for, recover, and receive the said debt, or sum of £. and all dividend or dividends whatsoever, which may become payable in respect thereof, and on receipt thereof, or of any part thereof, to give any receipt or receipts, acquittances, releases, or discharges for the same, as the case shall require, and to bring, commence, and prosecute any action, suit, or other proceeding whatsoever, for recovering and compelling payment thereof. AND ALSO, to adjust, settle, compound, and compromise all accounts, reckonings, matters, and things whatsoever relating to the said debt, dividends, and premises, or any of them, and for all or any of the purposes aforesaid, to use the name of the said A. B., and generally, to do, execute, and perform any other act, deed, matter, or thing whatsoever, relating to the premises, as fully to all intents and purposes, as he the said A. B., his executors, administrators, and assigns, could do, if personally present, and did the same in case these presents had not been made. And whatsoever, &c. [*ratify and confirm*]. AND IT IS HEREBY DECLARED AND AGREED, by and between the said parties hereto, that the assignment hereby made of the said debt, sum and sums of money, dividend and dividends, and the power heretofore given to the said C. D., his executors, administrators, and assigns, is so made and given to him and them, and that he and they, shall and will receive, and stand possessed of, all sum and sums of money, which may become pay-

able on account of the said debt or sum, or the dividend or dividends thereof; upon the trusts, and for the purposes hereinbefore mentioned, expressed, and declared, of and concerning the same, (that is to say), UPON TRUST, that he the said C. D., his executors, administrators, and assigns, do and shall thereout retain and reimburse himself or themselves, all costs, charges, and expences whatsoever, as he or they shall or may, from time to time, be put unto or sustain, in or about the execution of the trusts hereby reposed in him and them; and also the said debt or sum of £. so as aforesaid, now due and owing to him the said C. D. from the said A. B., together with lawful interest for the same, from the day of the date hereof. And in the next place, do and shall, in like manner, retain and reimburse himself, and themselves, the full amount of all costs, payments, charges, and expences which he the said C. D., may from time to time be put into, incur, or which may become due and owing to him, for any business to be done by him, on account of the said A. B.; and when, and so soon as all such sum and sums of money shall have been fully paid off and discharged: then, upon this further trust, that he the said C. D., his executors or administrators, shall and will stand possessed of all the residue of the monies which shall have been, or shall hereafter be received by virtue of these presents, for the benefit of the said C. D., his executors, administrators, or assigns, and shall and will pay over the same to her or them accordingly. *[Add a covenant from A. B., that he had done no act whereby his right to the said debt or sum and dividends were encumbered, and a covenant for better assigning, &c.]* IN WITNESS, &c.

An Assignment of Dividends, Stock Funds, and Securities.

THIS INDENTURE, made, &c. between [assignor] of the one part, and [assignee] of the other part.

RECITES a will, whereby certain funded property is given to [assignor], payable to him on his arriving at the age of thirty years. Recites that [assignor] is of the age of twenty-eight years and upwards, and will attain the age of thirty years on, &c. *Recites that all the debts and funeral and testamentary expences of the said testator, and the legacies bequeathed by his said will, have been fully paid and satisfied out of his personal estate.* AND WHEREAS, the said [assignor] hath contracted and agreed with the said [assignee], for the absolute sale to him of the sum of £. to be paid to him, when, and in case the said [assignor] shall attain his age of thirty

years, at, or for the price or sum of *l.* and secured out of the said stocks, funds, and securities, in manner hereinafter mentioned,

NOW THIS INDENTURE WITNESSETH, that in pursuance of the said agreement, and for carrying the same into execution, and in consideration of the sum of *l.* of lawful money of *Great Britain*, by the said [*assignee*] to the [*assignor*] in hand, well and truly paid, at or before the sealing and delivering of these presents, (in full for the purchase of the said *l.* to become payable

Operative part.

as aforesaid); the receipt whereof the said [*assignor*] doth hereby acknowledge, and of, and from the same, and every part thereof, doth acquit, release, and discharge the said [*assignee*], his executors, administrators, and assigns, by these presents; he the said [*assignor*], hath granted, bargained, sold, assigned, transferred, and set over: AND by these presents doth grant, bargain, sell, assign, transfer, and set over unto the said [*assignee*], his executors, administrators, and assigns; all those the several sums of *l.* new 4 per cent. bank annuities,

The stocks assigned.

and *l.* bank stock, now standing in the name of the said testator, and *l.* 3 per cent. consolidated bank annuities, now standing in the name of

and the stocks, funds, and securities, into or upon which the same respectively shall, at any time or times hereafter, be converted and invested, and all the interest, dividends, and annual produce, which from and after such time as the said [*assignor*] shall have attained the age of thirty years, shall become due and payable in respect thereof, or any part thereof respectively; and all the right, title, interest, possibility, property, claim, and demand whatsoever, both at law and in equity, of him the said [*assignor*], in, to, from, and out of, or upon the same, and every part thereof. TO HAVE AND TO HOLD the said stocks, funds, and securities, and also all and singular, or the premises hereinbefore assigned, or intended so to be, (subject nevertheless to an assignment of the same premises by way of mortgage to Sir *Charles B.*, for securing *l.* and interest, and to a covenant to insure the life of *C. D.*, for the benefit of the said Sir *Charles B.* for *l.*) unto the said [*assignee*], his executors, administrators, and assigns. But nevertheless, upon, and for the trusts, intents, and purposes hereinafter declared and contained, of and concerning the same, (that is to say), in case, and when, and as soon as the said [*assignor*] shall attain his age of thirty years, then, and in such case, upon trust that the said [*assignee*], or his executors, administrators, and assigns, do and shall, absolutely sell and dispose of the said stock, funds,

Hubendum.

Subject to a mortgage.

and securities, or so much, and such part or parts thereof, as he or they shall think fit, sufficient to raise, pay, and satisfy the sum of *l.* of lawful money of *Great Britain*, with interest for the same, after the rate of 4 per cent. per annum, to be computed from the time when the said [assignor] shall have attained his age of thirty years, and all costs, charges, and expences, attending the execution of the trusts hereby created, or in anywise relating thereto. AND also if he or they shall find the same necessary or expedient, the incumbrance and charge hereinbefore mentioned, chargeable on the said stocks, funds, and securities, or any of them, and do and shall apply and dispose of the money so to be raised as aforesaid; in the first place, in payment and satisfaction of the said incumbrance; and in the next place, in payment and satisfaction of all such costs, charges, and expences as aforesaid; and then in the next place, in payment and satisfaction to him the said [assignee], his executors, administrators, and assigns, of the said *l.* so to be raised as aforesaid, and such interest for the same, as hereinbefore mentioned. AND IT IS HEREBY AGREED AND DECLARED, that subject to the trusts hereinbefore declared, concerning the same, the said [assignee] shall stand, and be possessed of, and interested in the several stocks, funds, securities, and premises, or so much thereof as shall remain undisposed of after answering the purposes aforesaid; UPON TRUST for the said [assignor], his executors, administrators, and assigns, and to transfer and dispose of the same accordingly. AND the said [assignor] doth hereby irrevocably make, nominate, constitute, and appoint, and in his place and stead, put the said [assignee], his executors, administrators, and assigns, to be the true and lawful attorney and attornies of him the said [assignee], to ask, demand, sue for, recover, and receive, of and from all and every the person and persons, who are, is, or shall or may be liable to pay or transfer the same respectively, the said stocks, funds, securities, and premises, and on non-payment, or non-transfer of the same, or of any part thereof respectively, to bring, commence, carry on, and prosecute any action, suit, or other proceeding whatsoever, for recovering and compelling transfer thereof respectively; and also to adjust, settle, compound, and compromise all accounts, reckonings, transfers, matters, and things whatsoever, relating to the said stocks, funds, securities, and premises, or any of them, and for all or any of the purposes aforesaid, to use the name of the said [assignor], and generally to do, execute, and perform any other act, deed, matter, or thing whatsoever,

relating to the premises, as fully to all intents and purposes whatsoever, as he the said [assignor] could do if personally present, in case these presents had not been executed; and whatsoever the said [assignee], his executors, administrators, or assigns, shall lawfully do, or cause to be done, in or about the premises, the said [assignor] doth hereby, for himself, his heirs, executors, and administrators, covenant, promise, and agree with and to the said [assignee], his executors, administrators, and assigns, to allow, ratify, and confirm. AND IT IS HEREBY AGREED AND DECLARED, between and by the parties to these presents, that the receipt or receipts in writing of the said [assignee], his executors, administrators, or assigns, for any money payable to him or them, under or by virtue of these presents, shall be a good and sufficient discharge, or good and sufficient discharges for the same, and that the person or persons to whom such receipt or receipts, shall be respectively given, shall not be answerable or accountable, or be in anywise bound to see to the application of the money in such receipt or receipts respectively acknowledged to be received, or to enquire into the necessity or regularity of any sale or sales, which may be made by virtue of these presents. *[Add a covenant from [assignor], for himself, his heirs, executors, and administrators, with [assignee], that he had good right* “ to assign the monies, stocks, and premises hereby assigned, or intended so to be, unto the said [assignee], his executors, administrators, and assigns, in manner aforesaid, and according to the true intent and meaning of these presents.” And also, that he the said [assignor] shall not, nor will at any time or times hereafter, revoke, annul, or make void the aforesaid power or authority, given to the said [assignee], his executors, administrators, and assigns, or make, do, execute, or knowingly or willingly permit or suffer any act, deed, matter, or thing whatsoever, whereby, or by reason or means whereof, the said [assignee], or his executors, administrators, or assigns, may, can, or shall be in anywise prevented or hindered, from having, receiving, or taking the said premises, or any part thereof, upon, and for the trusts, intents, and purposes aforesaid. AND FURTHER, that [assignor], his executors or administrators, shall and will, at any time or times hereafter, upon every reasonable request of the said [assignee], his executors, administrators, or assigns, make, do, and execute, or cause, or procure, &c., all such further and other lawful and reasonable acts, deeds, matters, and things, for the better and more effectually assigning, assuring, and confirming of the same premises hereby assigned, or intended so to be, unto the said [assignee].

ASSIGNMENTS.

his executors, administrators, and assigns, and also for enabling him and them, to receive, recover, and enforce the transfer of the same respectively; upon and for the trusts, intents, and purposes aforesaid, to the true intent and meaning of these presents, as by the said [assignee] or his executors, administrators, or assigns, or his or their counsel in the law, shall be reasonably devised, or advised and required. IN WITNESS, &c.

An Assignment of real and personal Property, in trust for benefit of Creditors.

THIS INDENTURE, made, &c., [the insolvent], of the one part, and [trustees], of the other part.

WHEREAS [Recite shortly his title to certain real estates] AND WHEREAS, the said A. B., on the day of the date hereof, stands justly and truly indebted unto the said [trustees], and also divers other persons, in various sums of money, amounting in the whole to £. or thereabouts, which on account of losses and other misfortunes, he is unable to pay. AND WHEREAS, the said A. B. hath consented and proposed to convey and assign over unto the said [trustees], all his real and personal estate and effects whatsoever, in manner and for the purposes hereinafter mentioned. NOW THIS INDENTURE WITNESSETH, that in pursuance of the said agreement, and in consideration of 10s., &c., to A. B. by [trustees], the receipt, &c., he the said A. B. hath granted, bargained, sold, aliened, released, appointed, ratified, and confirmed, and, &c., unto the said [trustees], (in their actual possession, &c.,) and to their heirs and assigns, ALL, &c.; and all houses, &c., and all the estate, &c., TO HAVE AND TO HOLD, &c., upon the trusts, intents, and purposes hereinafter declared. AND THIS INDENTURE FURTHER WITNESSETH, &c., that in consideration of 5s. to A. B., by [trustees], &c., he the said A. B. hath bargained, sold, assigned, transferred, and set over, and by these presents doth, &c., unto the said [trustees], their executors, &c., all and singular the farming stock, implements of husbandry, household goods, chattels, furniture, debts and effects whatsoever, and of what nature or kind soever, as are now due and belonging to the said A. B., and all the estate, right, and interest of him the said A. B., of, in, and to the said last mentioned and assigned premises. TO HAVE AND TO HOLD the said farming stock, &c., lastly hereinbefore assigned unto the said [trustees], their executors, &c., from henceforth, upon the trusts and purposes hereinafter mentioned and contained. AND it is hereby declared, that the release and conveyance hereinbefore made of the said freehold messuages, &c., unto

the said [*trustees*] their heirs and assigns, and the assignment hereinbefore made to the said [*trustees*], their executors, &c., of the farming stock, &c., is made to them the said [*trustees*], their heirs, executors, administrators, and assigns, upon trust that they the said [*trustees*] or the survivor of them, and the heirs, executors, administrators, and assigns of such survivor, do and shall, as soon as conveniently may be, after the date and execution of these presents, of their or his own authority, and without the concurrence of him the said A. B., his heirs, executors, administrators, or any other power or authority, or powers or authorities of the said A. B., or his heirs, than is herein contained, unless the same be required by any purchaser or purchasers, make sale, and absolutely sell, and dispose of the said messuage, &c., farm, lands, tithes, farming stock, implements, &c., and other effects hereinbefore mentioned and described, and intended to be hereby released, conveyed, and assigned with their and every of their appurtenances, either together or in parcels or lots, and either by public auction or private contract, for the best price or prices, that at the time or respective times of such sale or sales, can be reasonably had or obtained for the same, to such person or persons as shall be willing to become the purchaser or purchasers thereof; and do, and shall stand, and be possessed of and interested in the monies to arise and be produced by such sale or sales, upon the trusts, and for the intents and purposes hereinafter mentioned, expressed, and declared of and concerning the same. AND IT IS HEREBY AGREED AND DECLARED; by and between the said parties to these presents, that the said [*trustees*] or the survivor of them, and the heirs, executors, administrators, and assigns of such survivor, do and shall, for the purposes aforesaid, or any of them, make and execute all such contracts, covenants, conveyances, agreements, deeds, and assurances, as the said [*trustees*] or the survivor of them, or the heirs, executors, administrators, or assigns of such survivor, shall think fit; and all and every the contracts, covenants, and agreements, sales, dispositions, deeds, conveyances, assignments, acts, matters, and things which shall be entered into, made, done, and executed by the said [*trustees*] or the survivor of them, and the heirs, &c., of such survivor, of and concerning the said several freehold messuage or tenement, hereditaments, and premises hereinbefore mentioned, described, and intended to be hereby released, conveyed, and assigned, with the appurtenances, or any part thereof respectively, shall to all intents and purposes be as good and effectual in the law (though the said A. B. should not join therein) as such deeds.

ASSIGNMENTS.

conveyances, and assurances, acts, matters, and things would be if the said A. B., his heirs and assigns, had joined therein, and duly executed the same, and assented thereto; and that the person and persons, his, her, or their heirs or assigns, to whom the said [trustees] or the survivor of them, or the heirs or assigns of such survivor shall convey the said hereditaments and premises, or any part thereof as aforesaid, shall, notwithstanding the said A. B., his heirs or assigns, shall not join therein or assent thereunto, be entitled unto, and to have, hold, and enjoy the same against the said A. B., his heirs and assigns, and all and every person and persons claiming, or to claim, by, through, under, or in trust for him or them. AND IT IS HEREBY AGREED AND DECLARED, by and between the said parties hereto, that for facilitating the sale or sales which shall be made in pursuance of the trusts hereinbefore mentioned, that the receipt or receipts of the said [trustees] or the survivor of them, or the heirs, executors, administrators, or assigns of such survivor, shall be good and sufficient releases and discharges to any purchaser or purchasers respectively, of the said hereditaments and premises, and to his or their heirs, executors, administrators, or assigns, for his, her, or their purchase money, or for so much thereof respectively, as in such receipt or receipts shall be expressed to be received; and that such purchaser or purchasers *shall not*, after payment of his, her, or their purchase money, and after obtaining such receipt or receipts for the same, be obliged to see the application thereof, nor of any loss, misapplication, or non-application of any part thereof(1). AND IT IS HEREBY FURTHER EXPRESSLY DECLARED AND AGREED, by and between the said parties to these presents, that the said [trustees] and the survivor of them, and the executors, administrators, and assigns, of such survivor, shall stand, and be possessed of, and interested of and in the said monies, to arise by, and be produced by the sale or sales of the said hereditaments, and premises, and of the farming stock, &c., hereinbefore released, conveyed, and assigned, or intended so to be, and the rents, issues, and profits of the said messuage and premises in the meantime, and until such sale or sales, conveyances, and assignments shall be made upon the trusts and for the intents and purposes hereinafter limited, expressed, and declared, (that is to say), upon trust, in the first place, to pay unto E. F. of, &c., G. H. of, &c., and (I. K. of, &c., and each and every

(1) A power of attorney may be added to trustees, as to the personal property.

of them, such sum and sums of money as shall be due and owing to each of them, under and by virtue of certain mortgages upon the hereinbefore mentioned freehold premises executed by the said A. B. to each of them the said, &c., respectively), and from and after full payment thereof: then, upon trust, out of the same monies and premises, to deduct and retain all costs, charges, and expences, sum and sums of money, as he or they or any of them shall sustain, expend, or be put unto, in or about the performance and execution of the trusts aforesaid: and as to the ultimate residue or surplus of the monies to arise and be produced as aforesaid, upon further trust, that they the said [*trustees*] or the survivor of them, or the executors, administrators, or assigns of such survivor, shall pay and apply the same to and amongst themselves as creditors, and all other the creditors of the said A. B., who shall make due proof of their debts if required, and shall on or before the day appointed for that purpose, (of which notice shall be given by advertisement in the *London Gazette*, and in newspapers), agree to accept the same in full of their respective debts, and give a receipt in full for the same accordingly, rateably and in proportion to the respective amounts thereof; and in case there shall chance to be any residue or surplus of such money IN TRUST, to pay same to the said A. B., his executors, administrators, or assigns, or such person or persons as he or they shall direct or appoint. And for the better and more easy getting in, recovering, and receiving all and every the estate and effects now due and owing or belonging to the said A. B., he the said A. B. hath named, authorised, constituted, and appointed, and, &c., the said [*trustees*] and the survivors and survivor of them, his heirs and assigns, his true and lawful attorney and attornies, jointly and severally, &c., to ask, demand, sue for, recover, and receive of and from all and every person and persons who are, or shall or may stand indebted to him the said A. B., or have, hold, and retain any property, estate, or effects belonging to them or either of them, all such sum and sums of money, estate and effects whatsoever, and upon receipt, &c., and upon non-payment, &c., to commence such actions, &c., and to compound, &c., and to substitute, &c. [*Add covenants for title from A. B., the insolvent.*]
IN WITNESS, &c.

Assignment of Bonds, Warrants of Attorney, and Judgments (1).

THIS INDENTURE, made, &c., between R. D., of the one part, and I. C. of the other part.

Recital of
the bonds,

and war-
rants ;

and that the
former are
not become
forfeited,
nor the lat-
ter entered.

WHEREAS, R.-E., of, &c., by three several bonds or obligations, bearing date the day of now last past, became bound to the said R. D., his executors, &c., and each of them, in the penal sum of £. conditioned for the payment to the said R. D., his executors, &c., of the sum of £. together with lawful interest for the same, on the several days therein respectively mentioned. AND WHEREAS, the said R. E., by three several warrants of attorney, also bearing date the same day of aforesaid, under his hand and seal, and directed to certain attorneys of his majesty's court of King's Bench, at *Westminster*, therein named, authorised and empowered such attorneys, or any of them, to enter up a judgment in the said court, on each of the said recited bonds, for the respective penalties thereof, with costs of suit, which said judgments so to be entered up, were, for better securing to the said R. D., his executors, &c., the payment of the respective sums of money, according to, and in pursuance of, the conditions of the several bonds whereto the same respectively referred, together with interest and costs of suit. AND WHEREAS, no part of the principal monies, for the securing wherof the said recited bonds and warrants of attorney were so given as aforesaid, are yet become due or payable, and the said judgments, or any of them, have not as yet been entered up in pursuance of the said warrants of attorney, but the said I. C. hath agreed to advance and pay to the said R. D. the several principal sums of money, for the securities wherof the said several bonds and warrants of attorney were given as aforesaid, together with the interest thereupon respectively, to the day of the date hereof, amounting in all to the sum of £. on his the said I. C. having the said bonds and warrants of attorney, and judgments to be entered up thereon, assigned to him as hereinafter is mentioned. NOW THIS INDENTURE WITNESSETH, that the said R. D., for and in consideration of the said

(1) Bonds, being *choses* in action, (so called because there is no possession till recovered by course of law), are not, at law, strictly assignable. Co. Lit. 232, and note. And, if on an assignment, an action is brought, it must be brought in the name of the obligee ; and for this reason, the power of attorney to sue, and covenant from the assignee not to release in case of action brought, are inserted in the assignment.

sum of *I.* to him in hand paid by the said *I. C.*, at or before, &c., being in full for all principal money now due and owing on the said several recited securities as aforesaid, and all interest thereupon to the day of the date hereof, (the receipt of which said sum of *I.* he the said *R. D.* doth hereby acknowledge), he the said *R. D.* hath bargained, sold, assigned, transferred, ^{Assign- ment.} and set over, and by these presents doth, &c., unto the said *I. C.*, his executors, &c., all the said several bonds and warrants of attorney, and also the said several judgments so to be entered upon the said warrants of attorney as aforesaid, and all interest thereupon due or to become due and owing, and all benefit and advantage whatever to be had, made, or obtained by virtue or means of the said bonds, warrants of attorney, or judgments, or any of them, or of any process, extent, or execution or executions whatever to be thereupon had, sued out, or executed, and all the right, title, interest, property, claim, and demand whatsoever, both at law and in equity, of him the said *R. D.*, of, into, or out of the said bonds, warrants of attorney, judgments, monies, and premises, and every part and parcel thereof, together with the said bonds and warrants of attorney, *To have, hold, receive, and enjoy* all and singular the premises hereby assigned, or intended so to be, unto the said *I. C.*, his executors, &c., from henceforth, for his and their own use and benefit for ever. ^{Power of attorney to assignee to sue.} AND for the better and more effectual enabling the said *I. C.*, his executors, &c., to recover and receive all and singular the said premises hereby assigned, or intended so to be, to and for his and their own use and benefit, he the said *R. D.*, hath made, constituted, appointed, and in his place and stead put, and by these presents doth, &c., the said *I. C.*, his executors, &c., the true, lawful attorney and attorneys irrevocable of him the said *R. D.*, in his name, but to and for the sole use and benefit of the said *I. C.*, his executors, administrators, and assigns, to ask, demand, and receive of and from the said *R. D.*, his executors, administrators, and assigns, all such principal monies, when, and as the same shall respectively become due and payable on the said several bonds, warrants of attorney, and judgments when entered up thereon, and all interest thereof, and all costs and charges attending such judgments, and to enter up the said judgments, and to sue and prosecute any actions, suits, executions, or extents thereupon, and to acknowledge, make, and give full satisfaction, releases, and discharges for all monies secured or to be secured by the said bonds, warrants of attorney, or judgments, and now due and owing, or to grow due and owing by virtue

Covenant
that the
secured
monies have
not been
received by
R. D. ;
and that he
will not
release, &c.
without the
licence of
J. C.,

nor revoke
the power
of attorney.

Covenant
for further
assurance.

Covenant
by J. C. to
indemnify
R. D. from
expences,
&c., in con-
sequence of
his assign-
ment.

thereof, or of any of them, and generally to do all and every such further and other lawful acts and things, as well for the recovering and receiving, as also for the releasing and discharging of all and singular the said hereby assigned monies and premises, and that in as full, large, ample, and beneficial manner, to all intents and purposes whatsoever, as he the said R. D., his executors or administrators, could or might do if personally present, and did the same. AND the said R. D. doth hereby for himself, his executors and administrators, ratify, allow, and confirm all and whatsoever the said I. C., his executors, administrators, or assigns, shall lawfully do or cause to be done in or about the premises by virtue of these presents. AND the said R. D. for himself, his heirs, &c., doth covenant, promise, and agree to and with the said I. C., his executors, &c., by these presents, in manner following; (that is to say), that he the said R. D. hath not received or discharged all or any of the said monies due or to grow due on the said bonds, warrants of attorney, or judgments, or any of them, nor shall or will release, nonsuit, vacate, or disavow any suit or other legal proceedings to be had, made, or prosecuted, by virtue of these presents, for the suing for, recovering, releasing, or discharging of the said monies, bonds, warrants of attorney, or judgments, or any of them, without the licence of the said I. C., his executors, administrators, or assigns, first had and obtained in writing for that purpose, nor shall nor will revoke, invalidate, hinder, or make void these presents, or any authority or power hereby given, without such licence as aforesaid. AND that the said R. D., his executors and administrators, shall and will, at the request, costs, and charges of the said I. C., his executors, administrators, or assigns, at any time, make, do, and execute any further or other lawful and reasonable act or acts in the law, for the better enabling him or them to recover and receive all and singular the hereby assigned monies and premises, to his and their own use and benefit, as by him or them, or his or their counsel, shall be advised or required; so as the said R. D., his executors or administrators, for the doing thereof, be not compelled or compellable to travel from his or their usual place of habitation or abode. AND the said I. C., for himself, his executors, and administrators, doth covenant, &c., with the said R. D., his executors and administrators, by these presents, that he the said I. C., his executors and administrators, shall and will, at all times, indemnify the said R. D., his executors and administrators, of, from, and against all costs, charges, expences, and damages which he, they, or any of them

shall pay, sustain, or be put unto, for, or by reason, or on account of any proceedings to be had, either in law or equity, on account of the premises, by virtue or means of these presents, so as the same do not arise or accrue through the collusion or act of the said R. D.
IN WITNESS, &c.

Assignment of a leasehold House and Fixtures by Executors, one of them being a residuary Legatee under the Will.

THIS INDENTURE, made, &c., between A. B. and Recites a
C. D. of the one part, and E. F. of the other lease.
part.

WHEREAS, by indenture of demise or lease, bearing date, &c., and made between E. P. of the one part, and I. B. of the other part, for the considerations therein mentioned, he the said E. P. did demise, lease, and to farm let, unto the said I. B., his executors, &c., all, &c., [*parcels and general words*], to hold the same, with their and every of their appurtenances, unto the said I. B., his executors, &c., from the day of then last past, for and during, and unto the full end and term of years from thence next ensuing, and fully to be completed and ended, yielding and paying, &c., [*set forth the rents and times of payment*], and also subject to the several covenants and agreements therein contained on the part of the lessee, his heirs, executors, administrators, or assigns, to be done and performed. AND WHEREAS, since the execution of the said in part recited indenture, the said I. B. departed this life, having first made and duly published his last will and testament, in writing, bearing date, &c., and appointed the said A. B. and C. D. executors of such will, and by a codicil thereto, duly executed by the said testator, and bearing date the day of in the year of our Lord the said C. D. became and is now entitled to the leasehold messuage or tenement, and premises, for the remainder of the said term of years, as in and by the said in part recited indenture, and in and by the said will and codicil proved in common form by them the said executors, in the Prerogative Court of the Archbishop of *Canterbury*, relation thereunto being respectively had will more fully and at large appear. AND WHEREAS, the said C. D. hath contracted and agreed with the said E. F. for the absolute sale to him of the said leasehold messuage or tenement, for the remainder of the said term of years, together with all the fixtures and other things in, upon, or belonging to the said premises, at and for the

Death and probate of I. B.

Contract for sale.

Assign-
ment.

Covenant
that lease is
a good one.

price or sum of £. and the said C. D. also agreed to assign to the said E. F. the policy of insurance hereinafter mentioned. NOW THIS INDENTURE WITNESSETH, that for and in consideration of the sum of _____ of lawful, &c., by the said E. F. to the said C. D. in hand paid, at and before the sealing and delivery of these presents, with the assent of the said A. B., testified, &c., the receipt of such said sum of £., &c., and for and in consideration of five shillings, &c., in hand paid to the said A. B., the receipt, &c., they the said A. B. and C. D. have, and each of them hath, bargained, sold, assigned, transferred, and set over, and by these presents do, and each of them doth, &c., unto the said E. F., his executors, administrators, and assigns, all and every the said messuage, hereditaments and premises mentioned and comprised in the said in part recited indenture of demise or lease, and therein mentioned to be thereby demised to the said I. B. as aforesaid, with their, and every of their appurtenances, and all the estate, right, title, &c., together with the said indenture of lease, *To have and to hold* the said messuage or tenement, &c., hereby assigned, or intended so to be, with their and every of their appurtenances, unto the said E. F., his executors, &c., for and during all the residue and remainder(1), yet to come and unexpired of the said term of _____ years, demised to the said I. B. as aforesaid, by the said in part recited indenture of demise or lease, *subject*, nevertheless, to the payment of the rent thereby reserved, and to the performance of all and every the covenants and agreements therein contained, which, from the _____ day of _____ now last past, on the lessee's part, are and ought to be paid, performed, fulfilled, and kept, for or in respect of the said premises. [*Covenant from A. B. that he hath not incumbered*]. (2) AND the said C. D. for himself, his heirs, executors, and administrators, doth covenant, promise, and agree to and with the said E. F., his executors, administrators, and assigns, by these presents, in manner following: (that is to say), that (for and notwithstanding any act, deed, matter, or thing, by him the said C. D., or by the said I. B., deceased, made, done, committed, or executed, or knowingly permitted or suffered to the contrary) the said hereinbefore in part recited indenture of demise or

(1) An assignment is the conveyance of the whole interest of the assignor to the assignee; for if a part or portion only of the term be transferred, though it be only for a day or hour short of the term, it will be an *under-lease*, and not an *assignment*.

(2) C. D. not being merely an executor, but beneficially interested as residuary legatee under the will, it is reasonable he should enter into these covenants, qualified as they are.

lease is, at the time of the scaling and delivery of these presents, a good, perfect, and sufficient lease, valid in the law, yet in being, not forfeited, surrendered, or otherwise determined, or become void or voidable. Right to assign. AND that (for and notwithstanding any such act, deed, matter, or thing as aforesaid), they the said A. B. and C. D. now have, or one of them hath, in themselves or himself, good right, full power, and absolute authority to bargain, sell, assign, transfer, and set over the said messuage and tenement, and all and singular other the premises hereby assigned, or intended so to be, with their and every of their appurtenances, unto the said E. F., his executors, administrators, and assigns, for and during all the residue and remainder of the said term of years, in manner aforesaid, according to the true intent and meaning of these presents. That rent hath been paid, &c. AND that the said rent of and the land-tax and sewer-tax, and the covenants and agreements in and by the said in part recited indenture of demise or lease, reserved and contained on the part of the said I. B., his heirs, executors, or administrators, to be paid, done, and performed in respect of the said premises, are and have been well and duly paid, performed, fulfilled, and kept up to and until the day of now last past. For quiet enjoyment. AND FURTHER, that he the said E. F., his executors, administrators, and assigns, shall and may, from time to time, and at all times hereafter, for and during all the rest, residue, and remainder yet to come and unexpired of the said term of years, peaceably and quietly have, hold, occupy, possess, and enjoy the said messuage or tenement and premises hereby assigned, or intended so to be, with their and every of their appurtenances, and have, receive, and take the rents, issues, and profits thereof, to his and their own use and benefit, without the let, suit, hindrance, interruption, or denial of the said C. D. or A. B., or either of them, their or either of their heirs, executors, or administrators, or of any other person or persons claiming or to claim by, from, or under them, or either of them, or by, from, or under the said I. B., deceased, or by, with, or through their, any, or either of their act, deed, means, assent, privity, or procurement: and that free and clear, and freely, clearly, and absolutely exonerated and discharged, or otherwise, by the said C. D., his heirs, executors, or administrators, well and sufficiently saved, defended, kept harmless, and indemnified, of, from, and against all former and other gifts, grants, bargains, sales, mortgages, assignments, rents, arrears of rent, statutes, judgments, extents, forfeitures, surrenders, recognizances, titles, charges, and incumbrances whatsoever, Free from incumbrances.

For further
assurance.

Covenant
from the
assignee to
indemnify
the assignor
against the
rent, &c.

had, made, done, committed, or executed, or knowingly permitted or suffered by him the said C. D., or by him the said I. B., deceased, (subject only to the said rent of l. and the land-tax and sewer-tax, and the covenants and agreements reserved and contained in the said in part recited indenture of demise or lease, on the lessee's part, to grow due, and to be paid, performed, fulfilled, and kept, in respect of the said premises, from the day of now last past, for and during the remainder of the said term of years). AND MOREOVER, that he the said C. D., his executors and administrators, and all and every other person or persons whomsoever, having or claiming, or who shall or may have or claim, any legal or equitable estate, right, title, trust, or interest of, into, or out of the said messuage or tenement and premises hereby assigned, or intended so to be, or any part thereof, by, from, or under him, or by, from, or under the said I. B., deceased, shall and will, from time to time, and at all times hereafter, during the continuance of the said term of years, at the request, and at the proper costs and charges in the law of the said E. F., his executors, administrators, or assigns, make, do, and execute, or cause and procure to be made, done, and executed, all and every such further and other reasonable act and acts, deed and deeds, devices, conveyances, assignments, and assurances in the law whatsoever, for the further, better, more perfect, and absolute assigning and assuring the said messuage or tenement and premises hereby assigned, or intended so to be, with their and every of their appurtenances, unto the said E. F., his executors, administrators, and assigns, for all the residue and remainder which shall be then to come and unexpired of the said term of years, as by the said E. F., his executors, administrators, or assigns, or his or their counsel, shall be reasonably devised, or advised, and required. AND the said E. F. for himself, his heirs, executors, and administrators, doth hereby covenant, promise, and agree to and with the said C. D., his heirs, executors, and administrators, that he the said E. F., his heirs, executors, administrators, or assigns, shall and will well and truly pay, perform, fulfil, and keep the rents, covenants, and agreements in and by the said in part recited indenture of demise or lease reserved and contained, and which, on the lessee's part, are or ought to be paid, performed, fulfilled, and kept, for or in respect of the said premises hereby assigned, or intended so to be, or any part thereof, from the day of last past, for and during the remainder of the said term of years. AND THIS INDENTURE FURTHER WITNESSETH, that

for the consideration aforesaid, they the said A. B. and C. D., do, and each of them doth hereby bargain and sell unto the said E. F., all such fixtures and other things, in or upon the said premises, as belong to and are the property of the said A. B. and C. D., or either of them, to hold the same unto the said E. F., his executors, administrators, and assigns, as and for his and their own goods and chattels. IN WITNESS, &c.

Assignment of two Leases as a Collateral Security for Payment of an Annuity.

THIS INDENTURE, made, &c., between A. of the one part, and B. of the other part.

WHEREAS, [recital of the first lease]. AND WHEREAS, by one other indenture of lease, &c. AND WHEREAS, by virtue of several mesne assignments, and other good assurances in law, the two hereinbefore recited indentures of lease, and the messuages or tenements thereby demised, have been absolutely assigned unto, and are now vested in him the said A. for all the residue of the several terms of years respectively granted, which are therein to come and unexpired. AND WHEREAS, the said A., in consideration of the sum of £. to be of annuity. to him paid by the said B., hath agreed to give, grant, and pay unto him the said B. and his assigns, during his natural life, one annuity or yearly sum of £. clear of all taxes and deductions whatsoever. AND for better securing the payment of the said annuity to the said B., of bond. he the said A., by his bond or obligation, bearing even date herewith, and executed immediately before these presents, is and stands bound to the said B., his executors, administrators, and assigns, in the penal sum of £. with a condition thereunder written, that if the said A., his executors, administrators, or assigns, should and did, well and truly pay, or cause to be paid, unto the said B. and his assigns, during his life, the said annuity or yearly sum of £. clear of all taxes, charges, and deductions whatsoever, on two feast days, and in manner as therein and hereinafter mentioned, then the said bond to be void, as in and by the said bond, &c. AND WHEREAS, previous to the granting the said annuity, and before the execution of these presents, he the said A., proposed and agreed to assign the messuages, tenements, and premises, so assigned and vested in him as aforesaid, together with the improved rents thereof, as and for a further and better security for payment to him of the same annuity, in such manner as hereinafter is for that purpose mentioned and expressed. That the premises described were to be assigned as a further security for such annuity.

ASSIGNMENTS.

Assignment
of the pre-
mises;

with the
indenture of
lease,
and policies
of insur-
ance.

NOW THIS INDENTURE WITNESSETH, that in pursu-
ance and performance of the last recited agreement, and
for and in consideration of the said sum of *l.* &c.
to the said A. in hand, well and truly paid by the said
B., at or before, &c. in full for the absolute purchase of
the said annuity, so granted and payable to him the said
B., by the said bond as aforesaid, the receipt, &c., and
for the better securing the payment of the said annuity
of *l.* unto the said B. and his assigns, during his
life, in such manner as hereinafter mentioned, and for
other divers good causes, &c., he the said A. hath bar-
gained, sold, assigned, transferred, and set over, and by
these presents doth, &c., unto the said B., all that, &c.,
with the appurtenances, as the same is now in the occu-
pation of, &c., and also all that other messuage, &c.,
and also all and singular other the messuages or tene-
ments and premises, which in and by the said several in
part recited indentures of lease were thereby respectively
demised, or which by the said several mesne assignments
thereof, or any of them, were thereby assigned to the
said A., with their and every of their appurtenances, and
also all the estate, right, title, interest, term of years yet
to come and unexpired, possession, benefit of renewal,
rents, profits, property, claim, and demand whatsoever,
either at law or in equity, of him the said A., or of any
person or persons in trust for him, of, in, or to the said
herby assigned messuages or tenements and premises,
by virtue of the said several recited indentures of lease
and mesne assignments thereof, any or either of them, or
otherwise howsoever, together with the said two inden-
tures of lease, mesne assignments thereon, and all and
every other deeds, evidences, &c., together also with all
benefit and advantage whatsoever, to arise, or be had or
made by virtue of two certain instruments or policies
of insurance, one of them dated *numbered*
made to one *and* and since by her assigned
to the said A., and insured on, &c., in a certain fire
office, &c., whereby the sum of *l.* is insured to be
paid, in case the same messuage, &c. shall be burnt or
damaged by fire, as therein mentioned; and the other
of the said policies is dated *numbered*
made to one H. H., and since also assigned to the said
A., and insured on the other recited leased messuages
in the same fire office, whereby the sum of *l.* is
secured to be paid, in case the same messuage shall be
burnt or damaged by fire, in such manner as therein is
also mentioned. TO HAVE AND TO HOLD the said
messuages, &c., and all and singular other the premises
hereinbefore mentioned, and intended to be hereby as-
signed, with their and every of their appurtenances, unto

the said B. and his assigns, from the feast day of now last past, for and during all the rest, residue, and remainder of the said several terms of years, and years, by the said several recited indentures of lease respectively demised, and which are therein now to come and unexpired, other than and except unto the said A., his executors and assigns, the last days of the said terms; and that in as large, full, ample, and beneficial manner, to all intents and purposes, as he the said A. could or might have had, held, or enjoyed the same, in case these presents had not been made, and fully to be complete and ended, if the said B. shall so long live, and the same terms so long subsist. Yielding and paying yearly during the continuance of this assignment, unto the said A., his executors, administrators, and assigns, the yearly rent of one peppercorn only, on day yearly, if the same shall be lawfully demanded.

AND it is hereby mutually covenanted, agreed, and declared, by and between the said parties hereto, for themselves and their respective executors and administrators, and the true intent and meaning of them, and of these presents, is and are, that these presents, and the assignment hereby made of the said messuages or tenements and premises, unto the said B. and his assigns, were, was, and is to him and them so made, for the ends, intents, and purposes, and subject to the proviso and agreement hereinafter mentioned, expressed, and declared, of and concerning the same; (that is to say), in the first place, for the better securing the payment of the said annuity or yearly sum of £. according to the true intent and meaning of the condition of the said bond, bearing even date herewith, and for which end, intent, and purpose, it is hereby further agreed, that it shall and may be lawful to and for the said B. and his assigns, during his life, to levy and yearly to take, receive, and enjoy, out of the rents, issues, and profits of the said hereby assigned messuages, or tenements and premises, the said yearly sum of £. without any deduction or abatement whatsoever, the same to be paid and payable on the two most usual half-yearly feasts, or days of payment following, (that is to say), day, and day, by two even and equal portions, or within days after each of the said feast days, the first of which half-yearly payments to begin, and be made, at or within days next after day now next ensuing the date hereof. AND FURTHER, that in case failure shall be made in payment of the said annuity, at any time during the time aforesaid, or in case the said messuages or tenements, or any part thereof, shall at any time during the life of the said B., happen

Declaration that the assignment is as a security for the payment of the annuity;

and that B. may, out of the yearly profits, take the sum of £.

In case the premises be untenanted, B. may mortgage.

to be uninhabited and not tenanted by the space of then, and so often, and in either of the said cases, it shall and may be lawful, to and for the said B. or his assigns, to make one or more mortgage or mortgages of the said messuages and premises, and thereby raise so much monies as shall be sufficient to pay and discharge all arrears of the said annuity, and also all costs, damages, charges, and expences, to be from time to time occasioned by such non-payment thereof. AND the said A. doth hereby put the said B. into full possession and seisin of the said annuity or sum of *l.* by the delivery of one piece of silver of *l.* to him the said B., in the name of seisin of the same annuity. AND for the better securing payment of the same annuity, he the said A. doth hereby direct the present and all future tenants of the said hereby assigned premises, to pay to the said B. and his assigns, during his life, so much of their respective rents of the said premises, when the same shall become payable, as shall be sufficient to pay and satisfy to him and them the said annuity or yearly sum of *l.* together with all costs and charges which shall or may happen, touching the non-payment thereof, in manner aforesaid; and that the receipt of him the said B. and his assigns, for all such rents to be by him so paid, shall be as good and sufficient discharges to the said tenants, as if the same had been actually paid to him the said A., his heirs, executors, administrators, or assigns. PROVIDED ALWAYS, and upon this condition, nevertheless, that if the said A., his heirs, executors, administrators, or assigns, or any of them, shall and do well and truly pay, or cause to be paid unto him the said B. and his assigns, during his life, the said rent or yearly sum of *l.* on the two feast days hercinbefore mentioned or appointed for payment thereof, or within *days* next after every such feast day, without any deduction or abatement as aforesaid, according to the true intent and meaning of the said bond, and of these presents; and also upon the death of the said B., all arrears of the said annuity up to the day of the death of the said B., (all costs and charges touching the same being first paid), that then the demise and assignment hereby made, and every article and thing herein contained shall from thenceforth cease, determine, and be utterly void and of no effect; and that then also the said bond of even date herewith shall be delivered up to be cancelled; any thing herein contained, &c. AND the said A., for himself, &c., doth covenant, &c., to and with, &c., in manner, &c., that the said A., his executors, administrators, or assigns, shall and will, from time to time, and at all times during the natural life of the

Possession given of the annuity.

Tenants directed to pay a sufficiency of the rents to B., to cover the annuity;

for which B.'s receipt shall be a discharge.

Proviso for making void the assignment, on payment, &c.

Covenant by A. to pay the annuity.

said B., well and truly pay, or, &c. unto the said B. or his assigns, the said annuity or yearly sum, &c., of such lawful money as aforesaid, upon the two feast days hereinbefore mentioned and appointed for payment thereof, or within days next after any or every such feast days, and that without any such deduction or abatement as aforesaid, according to the true intent and meaning of the said bond, and of these presents. AND ALSO, that the said A., his, &c., shall and will, from time to time, and at all times, during the life of the said B., pay and discharge the ground rents of l. so reserved and payable for the said messuages and premises as aforesaid, as also all taxes and other duties touching the same, and shall and will, save harmless and keep indemnified the said B., and his assigns, of and from the same. AND FURTHER ALSO, that the said A., his, &c., at his and their own proper costs and charges, shall and will, from time to time, and at all times during the life of the said B., keep insured the said hereby assigned messuages, or tenements and premises, from all fire and damage happening thereby, either in office, or in some other good and public fire office for that purpose. AND in case the said premises, or any part thereof, shall happen to be burnt down, blown up, or damaged by any fire, during the life of the said B., that then and in such case he the said A., his executors, administrators, or assigns, shall and will forthwith lay out all such monies insured or to be insured on the said premises, in the new building and making good all the damages so happening thereto by any such fire as aforesaid. AND FURTHER, &c., [*done no act to incumber, that the leases are good, &c., good right to assign*], and that it shall and may be lawful to and for the said B. and his assigns, during his life, from and immediately after any default or breach in payment of the said annuity of l. contrary to the true meaning of the said bond, and of these presents, to enter upon the said hereby assigned messuages, or tenements and premises, and to receive and take the rents, issues, and profits thereof, to his and their own use and benefit, for and during, and until such time as he and they shall be fully paid all such arrears of the said annuity, and all costs and charges touching the same, in manner as aforesaid, and that without any let, &c., *free from incumbrances. And for further assurance.* IN WITNESS, &c.

and discharge the ground-rents, &c.

and continue the insurance, &c.

Power of entry and retainer, in case of non-payment.

dred years; and to all the principal and interest remaining due on the said recited mortgage. AND WHEREAS, there is now due and owing upon the said security, as well the said principal sum of *l.*, as the interest thereon to the day of the date hereof, amounting together to the sum of *l.* AND WHEREAS, the said A. B. having occasion for the said sum of *l.*, hath applied to the said G. H. for payment of the same, but the said G. H. not being provided with money sufficient for that purpose, hath made application to the said I. K. to advance and pay to the said A. B. the said sum of *l.*, which he has agreed to do upon having such transfer made to him as hereinafter is expressed. NOW THIS INDENTURE WITNESSETH, that in pursuance of the said agreement, and in consideration of the sum of *l.* of lawful money of *Great Britain*, by the said I. K. to the said A. B., in hand, well and truly to be paid at or immediately before the sealing and delivery of these presents, (at the request, and with the privity and approbation of the said G. H., testified by his being a party to, and sealing delivery of these presents). The receipt of which said sum of *l.*, he the said A. B. doth hereby acknowledge to be the whole and full sum now due and owing to him the said A. B., as administrator as aforesaid, for principal and interest upon or by virtue of the said recited indenture of mortgage, and every part thereof, doth acquit, release, and discharge the said I. K., his executors, administrators, and assigns, and the said G. H., his executors, administrators, and assigns; and also the estate and effects of the said G. H., by these presents, he the said A. B., with the privity and approbation of the said G. H., (testified as aforesaid), hath bargained, sold, assigned, transferred, and set over, AND BY THESE PRESENTS, doth bargain, sell, assign, transfer, and set over unto the said I. K., his executors, administrators, and assigns, the said sum of *l.* so due and owing to the said A. B., as administrator as aforesaid, and secured by the hereinbefore in part recited indenture of the day of And also all future and other sums of money which from henceforth shall or may grow due by way of interest, for or on account of the said sum of *l.*, and the full benefit of all and every the covenants and agreements in the said indenture of demise contained, for payment of the said principal sum and interest thereby secured,—To HAVE, hold, perceive, take, and enjoy the said principal sum of *l.*, with interest, and the full benefit of the said covenants, agreements, and premises, unto the said I. K., his executors, administrators, and assigns, as his and their own proper money, and absolute estate and effects.

Recital of
sum due on
security.

Assignment
of money
due on the
security.

AND THIS INDENTURE FURTHER WITNESSETH, that in consideration of the said sum of *l.* so paid by the said I. K. to the said A. B., as aforesaid. And in consideration of the sum of ten shillings of lawful money of *Great Britain*, by the said I. K. to the said G. H., in hand, paid, &c. The receipt, &c. he the said A. B. (with such privity und approbation, and so testified as aforesaid), hath bargained, sold, assigned, transferred, and set over, and by these presents doth, &c. And the said G. H. hath ratified and confirmed, and by these presents doth ratify and confirm, unto the said I. K., his executors, administrators, and assigns, All and singular the hereditaments and premises mentioned and described in the hereinbefore in part recited indenture of the day of and thereby demised to the said C. D. deceased, or expressed or intended so to be, with their and every of their appurtenances. AND all the estate, right, title, interest, term of years, property, claim and demand whatsoever, of him the said A. B., into or out of the same premises, or any part or parts thereof; and into and out of the said principal sum of money and interest thereof, now due and owing on the said recited mortgage, together with the said recited indenture of demise: TO HAVE AND TO HOLD the said messuage or dwelling house and hereditaments, and all and singular the premises hereby assigned or expressed, or intended so to be, with their and every of their appurtenances, unto the said I. K., his executors, administrators, and assigns, for and during all the rest, residue, and remainder of the said term of five hundred years, in and by the said recited indenture of mortgage created and demised, yet to come and unexpired, subject, nevertheless, to such right and equity of redemption by the said G. H., his heirs, and assigns, as the same are now subject and liable unto, under, and by virtue of the proviso, condition, or agreement for that purpose therein contained (1). [*Add a covenant, from A. B., the administrator, that he had not incumbered, &c.*]

(1) In the assignment *from a mortgagee*, the first covenant (where no further sum is advanced to mortgagor) usually is, the principal sum and interest remains due and owing upon the mortgage, and that the mortgagee has done no act whereby the same, or the hereditaments, are incumbered, and for further assurance. If a bond is to be assigned as a collateral security, the same should be recited *after the recital of the mortgage*, and assigned directly after the operative part of the assignment of the mortgage, with a power of attorney; and covenants that money remains due, and no act done to assign bond, or incumber the premises, and for further assurance.

A mortgagor should be a party to an assignment, to prevent first mortgages being liable to account for profits subsequent to second mortgage, and if any arrear of interest, (without the direction of the mortgagee) the same will not be considered as principal money, and

An Assignment of a Mortgage by demise, when a further Sum is advanced.

THIS INDENTURE, &c. [mortgagee] of the first part, [mortgagor] of the second part, and [assignee], (being second mortgagee), of the third part.

[First recite the mortgage, with description of premises fully. And recite, that the mortgage money and interest was not paid on the day and time mentioned in the said proviso for payment, whereby the said estate and interest of the said [mortgagor], of and in the said mortgaged premises became absolute. Then recite that there is so much principal and interest due, (or that all interest has been paid to the day of the date thereof), and the said [mortgagee] having occasion for his money, the said [mortgagor] had requested and prevailed upon the said [assignee], to lend him the sum of l. to pay him the said [mortgagee], and to supply his other occasions.] Recitals.

NOW THIS INDENTURE WITNESSETH, that for and in consideration of l. to [mortgagee], in hand, &c., paid by [assignee], by the direction of [mortgagor] and which [mortgagee] admits to be in full of all principal money and interest (if interest is not paid), due to him on the premises comprised in the said recited security. And in consideration of l. by [assignee] to [mortgagor] in hand, &c., the receipt of which two several sums of, &c., making together, &c., they, &c., and doth acquit, &c., the said [assignee], his heirs, &c., and also the said hereditaments and premises, by these presents, He the [mortgagee], by the direction of [mortgagor], (testified, &c.) doth assign, transfer, and set over; and [mortgagor] doth grant, ratify, and confirm, unto [assignee], his executors, administrators, and assigns, ALL, &c., "so as aforesaid demised and granted unto the said [mortgagee], his executors, administrators, or assigns, in and by," &c., "together with the same indenture and all benefit thereof;" and all the estate, &c. and all deeds, &c. To have and to hold, &c., hereinbefore assigned, granted, ratified, and confirmed, with their appurtenances, unto the said [assignee], his executors, &c., from henceforth, for and during all the residue of the said Habendum.

will not therefore carry interest and the account settled between him and mortgagee, will not be conclusive on mortgagor, but must be proved on redemption, so that when the interest due is intended to be made principal money, upon an assignment the mortgagor must be a party, but a person may contract with a mortgagee for, and procure the assignment of the security from him, for a less sum than the mortgage money, without consent of mortgagor, and become entitled to the principal and interest due on the mortgage.

term of _____ years, now to come and unexpired, in as full, large, and ample, and beneficial manner, to all intents and purposes, as he the [mortgagee] might, could, or ought to have held the same, in case these presents had not been made, but subject, nevertheless, to the proviso of redemption of the said premises hereinafter contained. [Then add a covenant, that [mortgagee] had done no act to incumber. Then add a regular proviso for redemption, on payment of mortgage money, and a covenant from [assignee] for payment of same, as is usual in mortgages; and also covenants by [mortgagor] in the usual form; that the [mortgagee] and [mortgagor], have in themselves, or one of them hath in himself, good right to assign, and grant, ratify, and confirm the premises for the remainder of the term of years, and other following covenants as in a mortgage by demise.

Covenants. IN WITNESS, &c.

An Assignment of a satisfied Term of five hundred Years, in trust to attend the Inheritance of the Premises therein comprised, which had been sold.

THIS INDENTURE, made between A. B. the [vendor], of the first part, C. D., the [termor], of the second part, E. F., the [purchaser], of the third part, and G. H., [a trustee], of the fourth part.

Recitals. [Recite the mortgage creating the term. And that the principal sum and all interest due thereon, had been long since paid off and discharged. If the term was created by some settlement or other deed of trust, which have been satisfied, instead of stating the trusts, the recital may be shortened thus; "upon certain trusts therein declared, and since performed and satisfied," (as the case may be) (1).]

AND WHEREAS, the said mortgaged premises, (so far as relates to the said pieces or parcels of land hereinafter mentioned, and intended to be hereby assigned with the appurtenances, by divers mesne assignments, and operations in the law), the last of which was an indenture bearing date, &c., and made between, &c., are now become vested in the said C. D., for the remainder now to come and unexpired of the said

(1) In an assignment of a term, which has been once assigned to attend the inheritance, it is not requisite that all the intervening deeds should be recited from the creation of the term, as the trustee has nothing to look to beyond the immediate deed, by which he became the assignee of the term, and that the [vendor] is the person entitled to the direction of the assignment, and therefore all deeds, conveying the premises comprised in the term since the assignment to the [trustee], must be recited.

term of five hundred years, in trust for the said A. B., his heirs and assigns, and to attend the inheritance; or *the more usual way now is, after reciting the creation of the term, to say, AND WHEREAS, by divers mesne assignments, and assurances in the law, and ultimately by an indenture, dated on or about, &c., and made between, &c., the pieces or parcels of land, hereditaments, and premises hereinafter described, and intended to be hereby assigned as hereinafter mentioned, were assigned to, and the same thereby became vested in, the said C. D., for all the residue and remainder of the said term of five hundred years, but in trust for the said A. B., his heirs and assigns, and to attend the inheritance of the said premises (1).* [Then recite the conveyance to the said E. F. (the purchaser)], thus, AND WHEREAS, under and by virtue of a certain indenture of release, bearing even date with these presents, grounded upon a lease for a year, dated the day next before the day of the date thereof, and which release is made, or expressed to be made, between, &c., the pieces or parcels of land hereinafter assigned, or intended so to be, and comprised in the said term of five hundred years, (together with other hereditaments and premises in the said indenture of release particularly mentioned and described), have for the consideration therein mentioned, been granted, released, and conveyed, or otherwise assured, unto and to the use of, and in trust for, the said E. F., his heirs, appointees, and assigns, as therein mentioned.

That by
divers as-
signments,
&c.

Of the pur-
chase deed
to vendor.

AND WHEREAS, it hath been agreed, that the said several pieces or parcels of land, hereditaments, and premises, being part of the hereditaments comprised in the said last recited indenture of release, shall be assigned by the said C. D., unto the said G. H., for all the residue of the said term of five hundred years, upon the trusts hereinafter declared. NOW THIS INDENTURE WITNESSETH, that in pursuance of the said agreement, and in consideration of the premises, and also in consideration of the sum of five shillings, of lawful money of Great Britain, to the said C. D., by the said G. H., in hand, well and truly paid at the time of the execution of these presents, the receipt whereof is hereby acknowledged, he the said C. D., at the request, and by the desire of the said A. B., and at the nomination and appointment of the said E. F., (testified by their severally joining in, and executing these presents), hath

The opera-
tive part of
the assign-
ment.

(1) Here may follow, "and which had been conveyed or otherwise assured unto, and to the use of the said A. B., his heirs and assigns, by certain indentures of lease and release, dated on or about, &c., and made between," &c., shewing the conveyance to the vendor, which the recited assignment in trust accompanied.

The habendum.

Trust.

bargained, sold, assigned, transferred, and set over, and by these presents doth, &c., unto the said G. H., his executors, administrators, and assigns, all [*describe parcels*], and all the estate, right, title, interest, trust, property, benefit, claim and demand whatsoever, both at law and in equity, of him the said C. D. of, in, and to the said pieces or parcels of lands, hereditaments, and premises, and every part thereof, TO HAVE AND TO HOLD the said pieces or parcels of lands, hereditaments, and premises, hereby assigned or intended so to be, with their appurtenances, unto the said G. H., his executors, administrators, and assigns, for and during the residue and remainder of the said term of five hundred years, now to come and unexpired, in trust for the said E. F. his heirs and assigns, and to be assigned and disposed of, from time to time, as he or they shall direct or appoint, and in the meantime, in trust, to permit the residue and remainder of the said term to attend the reversion, freehold, and inheritance of the said hereditaments and premises intended to be hereby assigned, in order that the same may be as a protection thereof from all charges and incumbrances (if any such there are). [*Add a covenant from assignor that he had done no act to incumber.*] IN WITNESS, &c.

An Assignment or Re-conveyance of a Term of Years, created for securing Mortgage Money, in Trust to attend the Inheritance of the Hereditaments therein comprised.

THIS INDENTURE, made the day of 1825, between A. B. of, &c., the [*termor*], of the first part; C. D. of, &c., of the second part: E. F. of, &c., eldest son and heir at law of G. H. late of, &c., of the third part; I. K. of, &c., L. M. of, &c., N. O. of, &c., of the fourth part; the said L. M. of the fifth part; the said N. O. of the sixth part; and P. Q. of, &c., (*the trustee to whom the term is assigned*), of the seventh part.

Recitals.

RECITALS indentures of lease and release, dated respectively 16th and 17th days of June, 1820, (*being the conveyance to the said G. H., deceased*), so far as to shew the creation of a term of 1700 years, therein and thereby vested in the said A. B., as a trustee, (*comprising the manor and hereditaments intended to be assigned*) for securing 12000*l.* and interest, to the said C. D. and one R. S., since deceased, (*advanced towards paying the purchase money*), and in which conveyance two certain satisfied terms of 2000 years, and 1000 years, were assigned to, and became vested in, the said L. M. and N. O., for better securing the mort-

*gage money, and after payment thereof, and interest, in trust for the said G. H., his heirs and assigns, and to attend the inheritance. AND reciting the will of the said G. H., the purchaser, whereby he devised all his lands, &c., to the said I. K., L. M., and N. O., and their heirs, as devisees in trust, to sell in the usual way, and appointed the said I. K., L. M., and N. O., executors: and that the said testator died on or about, &c., without having revoked or altered the devise or bequest mentioned in his said will, leaving the said E. F., his eldest son and heir at law, and the same will and a codicil thereto, which did not alter or revoke the said devise or bequest, was duly proved by the said executors, in the proper ecclesiastical court of the Archbishop of Canterbury, and took upon themselves the execution thereof, and thereby became and were the legal personal representatives of the said testator. AND reciting that one E. P. an annuitant mentioned in the conveyance to the said G. H., had departed this life, whereby the annuity of 320*l.* secured on the premises, to be assigned, and the term of ninety-nine years therein also mentioned for securing the same, had ceased. AND WHEREAS, default was made in payment of the said sum of 12000*l.* at the time mentioned in the proviso for payment thereof, whereby the estate and interest of the said A. B. in the hereditaments and premises so limited to him as aforesaid, became absolute at law, redeemable in equity, on payment of the said sum of 12000*l.* and interest. AND WHEREAS, the said R. S., departed this life on or about the day of leaving the said C. D. him surviving. AND WHEREAS, the said I. K., L. M., and N. O., hath this day paid to the said C. D. the sum of 12000*l.*, all interest for the same having been already paid and discharged, and it hath been agreed by and between the said parties hereto, that the said A. B. shall assign the residue of the said term of 1700 years unto the said P. Q., in trust to attend the inheritance of the premises therein comprised, in manner hereinafter mentioned. NOW THIS INDENTURE WITNESSETH, that in pursuance of the said agreement in that behalf, and for and in consideration of the sum of 12000*l.* of lawful money of Great Britain, to the said C. D. in hand, well and truly paid by the said I. K., L. M., and N. O., in full payment and satisfaction of all principal, interest, and other monies due upon or in respect of the said hereinbefore in part recited indenture of release or mortgage of the 17th day of June, 1820, he the said C. D. doth hereby acknowledge, and of and from the same, and every part thereof, doth acquit, release, exonerate, and for ever*

The will of G. H.
His death.
Recital of the death of an annuitant.
That default was made in payment of mortgage money.
Death of R. S.
Payment of mortgage money.
The operative part.

ASSIGNMENTS.

discharge the said I. K., L. M., and N. O., and every of them, and their, and each and every of their executors, administrators, and assigns, and also the estate and effects of the said G. H., deceased, and particularly the hereditaments and premises comprised in the said term of 1700 years. And for and in consideration of the sum of five shillings, of like money, by the said P. Q. to the said A. B., he the said A. B. at the request and by the direction of the said C. D., and upon the nomination and appointment of the said I. K., L. M., and N. O., and also of the said E. F., hath bargained, sold, assigned, transferred, and set over, and by these presents, doth bargain, sell, assign, transfer, and set over, and the said C. D. HATH bargained, sold, assigned, transferred, and set over, and by these presents doth, &c., unto the said P. Q., his executors, administrators, and assigns, all and singular the manor, messuages, tenements, farms, lands, tithes, hereditaments, and premises, comprised in the said term of 1700 years, and by the said hereinbefore in part recited indenture of the 17th day of June, 1820, created and became vested in the said A. B. as aforesaid, with the rights, members, and appurtenances, and all the estate, right, title, term, and interest of them the said A. B. and C. D., or either of them, of, in, and to the said manor, hereditaments, and premises, *To have and to hold* the said manor, messuages, tenements, farm, lands, hereditaments, and premises, hereby assigned, or intended so to be, unto the said P. Q., his executors, administrators, and assigns, for and during and all the residue and remainder, now to come and unexpired of the said term of 1700 years, (freed and absolutely discharged of and from, all and singular the trusts declared of the same term, in and by the said indenture of the 17th of June, 1820): BUT IN TRUST for the said I. K., L. M., and N. O., *as such devisees as aforesaid*, their heirs and assigns, and to be assigned and disposed of, from time to time, as they the said I. K., L. M., and N. O., or the survivor or survivors of them, shall direct or appoint concerning the same or any part thereof; and in the meantime, IN TRUST, to permit the residue and remainder of the said term of 1700 years to wait upon and attend the reversion, freehold, and inheritance of the same premises so as to be subservient thereto, and to protect the same from all mesne incumbrances, if any such there be. [*Add a covenant from the said A. B. that he had done no act to incumber: and a covenant from the said C. D. that he the said C. D. had not at any time theretofore, nor had they the said C. D. and R. S., deceased, at any time, during the life of the said R. S., done any act to incumber*].

Assignment
of premises.

Habendum.

In trust for
devisees to
attend, &c.

AND IT IS HEREBY DECLARED AND AGREED, that the said L. M., his executors, administrators, and assigns, shall stand and be possessed of, and interested in, all and singular the premises assigned to him the said L. M. by the hereinbefore in part recited indenture of the 17th day of June, 1820, and of and in their appurtenances, for all the residue (now to come) and unexpired of the said term of 2000 years: and the said N. O., his executors, &c., should stand, &c., for all the residue, &c., of the said term of 1000 years, IN TRUST for the said I. K., L. M., and N. O., as such devisees as aforesaid, and their heirs, and to be from time to time assigned and disposed of as they, or the survivor or survivors of them, or the heirs or assigns of such survivor, shall direct or appoint; and in the meantime, in trust, to permit the residue and remainder of all and singular the said several terms of 2000 years and 1000 years, to wait upon and attend the reversion, freehold, and inheritance of the same premises, so as to be subservient thereto, and to protect the same from all mesne incumbrances, (if any such there be), freed and absolutely discharged from all and every the trusts, powers, provisos, and agreements, mentioned and declared in respect thereof, in the said indenture of the 17th day of June, 1820. IN WITNESS, &c.

Declaration as to the two terms vested in L. M. and N. O.

In trust for devisees to attend, &c.

An Assignment of a Term of Years to attend a Mortgage as a further Security.

THIS INDENTURE, made, &c., between the [mortgagor] of the first part; the [trustee], (the termor) of the second part; [mortgagor] of the third part; and [trustee], (to whom the term is to be assigned,) of the fourth part.

[Recite the creation of the term and the several assignments &c., if not numerous: or say, by divers mesne assignments, &c., setting forth the deed by which the term was assigned to the trustee to attend the inheritance, and shew the deed conveying such inheritance to the mortgagor, in such manner as is directed by the preceding precedent but one, and the note(1). Then recite the mortgage]. AND WHEREAS, upon the treaty for the loan of the said sum of £. it was agreed by and amongst the parties hereto, that the said term of five hundred years, and the premises therein comprised, should be assigned by the said A. B. to the said C. D., for better securing the payment to the said [mortgagor], his executors, administrators, and assigns, of the said sum of £. and interest, according to the covenant for payment thereof contained in the said recited inden-

Recitals.

ture of release, of even date herewith. NOW THIS INDENTURE WITNESSETH, &c., [*here let the trustee assign the premises at the request and by the direction of mortgagee, and the nomination of mortgagee to the trustee appointed by the mortgagee*]; upon the trusts following: (that is to say), IN TRUST, IN THE FIRST PLACE, for the said [*mortgagee*], his executors, administrators, and assigns, so long as the said sum of £. or any part thereof, or the interest thereof, or any part of such interest shall remain due and owing to the said [*mortgagee*], his executors, administrators, and assigns; and for better securing the payment to him and them of the said sum of £. and the interest thereof, as aforesaid, on the day and time mentioned in the proviso of the hereinbefore recited mortgage of the day of and from and after payment thereof, and all costs and expences attending the non-payment, or want of due payment thereof, respectively, and subject in the meantime thereto, IN TRUST for the said [*mortgagee*], his heirs, and assigns, &c. and to attend the reversion, freehold, and inheritance of the same premises, in order to protect the same from all mesne charges and incumbrances, (if any there shall be). [*Add a covenant from trustee of term, that he had done no act to encumber.*] IN WITNESS, &c.

Assignment of four several Terms, of 500 Years, 1000 Years, 2000 Years, and 1500 Years, created out of same Premises, and of the Hereditaments therein comprised to attend the Inheritance upon a Purchase (1).

THIS INDENTURE, made, &c. between A. B. of the first part, C. D., of the second part, E. F. of the third part, and G. H. of the fourth part, (*being the four trustees of the terms*); [*vendor*] of the fifth part, [*purchaser*] of the sixth part, and I. K., (*a trustee, as the assignee of the first and third terms,*) and L. M., (*another trustee, as the assignee of the second and fourth terms*), of the seventh part.

Recitals. [*Recite the terms according to their priority and creation, and shew the several deeds by which they*

(1) It has been decided, that one term will merge in another, which is reversionary to it; *Hughes v. Robotham*, Cro. Eliz. 302. It is therefore the practice to assign them alternately to two trustees, and there being an intermediate term to each vested in the other trustee, and so long as they subsist, prevents merger; therefore two trustees will be sufficient for any number of terms. [*See the plans proposed, for simplifying titles under terms, 2 Prest. Comr. 127, and 3 Prest. Comr. 205*].

became vested in the trustees; thus supposing the first term was created by a deed of 1790, by way of mortgage, which had been several times assigned, at last became vested in first trustee to attend, &c. Then recite such deed of creation, and stating the money as paid off, and that by divers mesne assignments, and assurances in the law, and eventually by such a deed, the said term of five hundred years, and the premises therein comprised, became vested in A. B. (first trustee), his executors, &c., in trust for the said vendor, his heirs and assigns, and to attend the inheritance; or supposing two of the terms became vested by such deed in two of the trustees: then recite the creation of the two terms first, and then say, by divers, &c., the said term of 500 years became vested in the said A. B., his executors, &c., for the residue of the same term; and that the said term of 1000 years became vested in the said C. D., his executors, &c., in trust, as to both the same terms, for the said vendor, his heirs and assigns, and to attend, &c., and so on as to any number of terms. Then recite the purchase deed from the vendor, which comprises the premises intended to be assigned. Then recite that it had been agreed between the parties, that the said several terms of 500 years, 1000 years, 1500 years, and 2000 years, should be assigned in manner thereafter mentioned, to trustees, nominated by the said vendor]. Now THIS INDENTURE WITNESSETH, Operative &c., that in pursuance of the said agreement, and in part.

consideration of five shillings, &c., by I. K. to A. B., &c., he the said A. B. hath bargained, sold, assigned, transferred, and set over, and by these presents doth, &c., unto I. K., his executors, &c., all and singular the lands, tithes, &c., comprised in the said last recited indenture of lease and release, the latter of equal date herewith, and being the premises comprised in the said term of 500 years, created, &c., and now vested in the said for the residue of the same term, in trust as aforesaid, with the appurtenances, and all the estate, &c., to have and to hold the said lands, &c., before assigned, &c., unto the said I. K., his executors, &c., for the residue now to come, &c., of the said term of 500 years, but upon the trusts hereinafter declared and contained. AND THIS INDENTURE, &c., [here assign the second term of 1000 years in the same manner to L. M. "But upon the trusts, &c." and in like manner, with another witnessing part, assign the third term to I. K., but upon the trusts, &c.; and the fourth term with another witnessing part to L. M., but upon trust, &c. Then add a declaration as to the trust of the terms, thus]: AND IT IS HEREBY DECLARED AND Declaration

as to the
terms in
trust to at-
tend, &c.

AGREED, between and by the said parties hereto, that the said I. K., his executors, administrators, and assigns, shall stand possessed of, and interested in, the lands, &c., hereby assigned, or intended so to be, and every part thereof, for the respective residues of the said two several terms of 500 years and 1500 years; and that the said L. M., his executors, &c., shall stand, &c., for the respective residues of the said two several terms of 1000 years and 2000 years, in trust, for the said [purchaser], his heirs and assigns, and to assign, or otherwise dispose of, the same, &c.; and in the meantime, &c., the respective residues, &c., four several terms to wait upon, &c." [Add a covenant from trustees that they had done no act to incumber: thus], AND the said A. B. doth hereby for himself, his executors, &c., as to and concerning his own acts, deeds, and defaults, and in respect only of the said term of 500 years, and the premises therein comprised. AND the said E. F. doth hereby, &c., as to the term of 1500 years, &c., covenant to and with the said I. K., his executors, &c., and the said C. D. doth hereby for himself, &c., and as to his term &c., and the said G. H. doth, &c., and as to his term, &c., covenant with the said L. M., his executors, &c., "that they the said A. B., C. D., E. F., and G. H. have not," &c., done any act to incumber. IN WITNESS, &c.

Assignment of an Annuity or Rent Charge, granted for 99 Years, and of the Securities for the same.

TO ALL TO WHOM, &c., the within-named I. H., and also C. T. of and A. P. of executor named in and appointed by the last will and testament of the within-named T. L., now deceased, and also the within-named I. T. W., now Sir I. T. W. of, &c., (party to the within indenture), and T. G. of and I. I. of severally send greeting.

Recitals.

WHEREAS, all arrears of the within-mentioned annuity, yearly rent charge, or annual sum of £. by the within-written indenture granted and secured to the said I. H., his executors, &c., during the life of him the said Sir I. T. W. as within-mentioned, and by the deed-poll of the day of written and indorsed thereon, ratified and confirmed to him the said I. H., his executors, &c., as therein mentioned, have been fully paid and satisfied to the said I. H., up to the day of the date hereof, which he doth hereby admit and acknowledge. AND WHEREAS, the said T. L., since the date and execution of the within-written indenture, hath departed this life, having first duly made and published his last

will and testament, bearing date, &c., and thereof appointed the said C. T. and A. P. executors, who have since, on the day of duly proved the same in the Prerogative Court of the Archbishop of *Canterbury*, and took, &c., and are become possessed of the term of years within-mentioned, determinable as within expressed. NOW THESE PRESENTS WITNESS, that for and in consideration of the sum of £. of lawful, &c., to the said I. H., &c., paid by said T. G. (at the request, and by and with the privy, &c., of the said Sir I. T. W., testified as hereinafter mentioned) the receipt, &c. He the said I. H., at the request, and by and with the privy, consent, and approbation of the said Sir I. T. W., testified, &c., hath bargained, sold, assigned, transferred, and set over, and by these presents doth, &c., unto the said T. G., his executors, administrators, and assigns, all that the within-mentioned annuity, or yearly rent charge, or sum of £. by the within-written indenture granted and secured to the said I. H., his executors, &c., during the natural life of the said Sir I. T. W., as within-mentioned. AND by the deed-poll of the day of written and endorsed thereon, ratified and confirmed to him the said I. H., his executors, &c., as therein mentioned. AND ALSO, all and every sum and sums of money hereafter to become due and payable for, and on account of, the said annuity, or yearly rent charge, or annual sum, together with all remedies and powers which the said I. H. now hath, or can or may hereafter have, for the recovering and receiving the said annuity, yearly rent charge, or annual sum of £. when, and as the same shall, from time to time, hereafter become due and payable, and all the right, &c., of him the said I. H., of, in, and to the said annuity, yearly rent charge, or sum of £. and all future payments hereafter to become due and payable for, and in respect of the same, or any part thereof, To HAVE AND TO HOLD, receive, take, and enjoy the said yearly rent charge or sum of £. and all and every future payments hereafter to become due and payable for and in respect of the same, and all and singular other the premises hereby assigned and transferred, or mentioned, &c., unto the said T. G., his executors, &c., for and during the term of the natural life of the said Sir I. T. W.; and as and for his and their own proper chattels, monies, and effects, and to and for his and their own sole use and benefit. AND, in order the better to enable the said T. G., his executors, &c., to recover, receive, and compel payment of the said annuity, rent charge, or annual sum of £. hereby assigned, or intended so to be, and all future payments

Habendum.

Power.

ASSIGNMENTS.

which shall hereafter grow due, and owing for, and on account of the same. HE the said I. H. at the request, and by and with the privity, &c., of the said Sir I. T. W., testified, &c., HATH made, constituted, and *appointed*, and by these presents doth, &c., the said T. G., his executors, &c., to be the true and lawful attorney and attornies, irrevocable, of him the said I. H., in the name or names of him the said I. H., his executors or administrators, or otherwise, as the said T. G. shall think necessary or expedient, but to and for the sole and only proper use and benefit of the said T. G., his executors, administrators, or assigns, to ask, demand, sue for, recover, and receive, by all lawful and equitable ways and means whatsoever, of and from the said Sir I. T. W., his heirs, executors, or administrators, and of and from all and every other person and persons whom it doth or may concern, all and every the sum and sums of money which shall or may, from time to time, hereafter grow due, and become payable for, and on account of the said annuity, yearly rent charge, or annual sum of £. under and by virtue of the within-written indenture, and in case of non-payment, &c., and upon receipt, &c., and also to appoint and substitute one or more attorney or attornies to act in all, or any of the premises, under him the said I. H., his executors or administrators, and from time to time to displace and remove any such attorney or attornies, and any other or others in his or their place and stead, from time to time, again to substitute and appoint, and generally to make, do, &c., for obtaining, getting in, and receiving all such sum and sums of money as shall or may hereafter become payable for, or in respect thereof, under and by virtue of the within-written indenture, as fully and effectual to all intents and purposes, as the said I. H. could or might have done in case these presents had not been made; and the said I. H. doth hereby allow and ratify all, and whatsoever, &c. AND the said I. H., for himself, his heirs, executors, and administrators, doth hereby covenant, declare, and agree to and with the said T. G., his executors, &c., that he the said I. H. hath not, at any time heretofore, made, done, or committed *any act*, &c. AND THIS, &c., that for the considerations aforesaid, and also for and in consideration of ten shillings to the said C. T. and A. P., in hand, &c., paid by the said I. J., the receipt, &c. They the said C. T. and A. P., (at the request, and by direction and appointment of the said I. H., and with the privity, consent, and appointment of the said Sir I. T. W., and at the nomination and by the appointment of the said T. G., testified, &c.), have bargained, sold, assigned, transferred, and

Covenant
not act.

set over. AND by these presents do, &c., unto the said I. T., his executors, &c. All that the within-mentioned, &c., and all and singular other the premises mentioned and comprised in the within-written indenture, and by the within-written indenture granted, bargained, sold, and demised unto the said T. L., his executors, &c., for the term of years from thence next ensuing, in case the said Sir I. T. W. should so long live, in manner and upon the trusts, and for the ends, intents, and purposes within-mentioned and declared of and concerning the same, and all the estate, right, title, interest, property, claim and demand, both at law and in equity, of them the said C. T. and A. P. and each of them respectively, of, in, to, or out of the same premises, and every part thereof, Assignment of other premises TO HAVE AND TO HOLD the said, &c., unto the said I. J., his executors, &c., from henceforth, for and during all the rest, residue, and remainder of the within-mentioned term of years, by the within-written indenture, granted and demised, now to come and unexpired, in case the said Sir I. T. W. shall so long live, upon trust, for securing to the said T. G., his executors, &c., the said annual yearly rent charge, or sum of £. hereby assigned, for the term. or intended so to be, by such ways and means, as in the said within-written indenture are given and granted unto the said T. L., his executors, &c., for securing unto the said T. H., his executors, &c., the same annuity, yearly rent charge, or sum of £. as within-mentioned. In trust. AND the said C. T. and A. P., for themselves, severally and respectively covenant that they had not done any act, &c. AND WHEREAS, at the time when the said deed-poll of the day of indorsed on the within indenture, was made and executed for the purpose of ratifying and confirming the within mentioned annuity, yearly rent charge, or sum of £. to the said I. H., his executors, &c., as therein-mentioned. He the said Sir I. T. W., for the still further and better securing the said annuity, yearly rent charge, or annual sum of £. to the said I. H., his executors, during the natural life of the said Sir I. T. W., entered into and executed a certain bond or obligation, in writing, bearing even date with the same deed-poll, whereby he bound himself, his heirs, executors, and administrators, unto the said I. H., his executors, &c., in the penal sum of £. with a condition thereunder written for making void the same on payment of the said annuity, yearly rent charge, or sum of £. by the within-written indenture, secured and hereinbefore assigned, or intended so to be, in such manner as in the same bond is mentioned. Recital of securities. AND the said Sir I. T. W. for the still

further and better securing the said annuity, yearly rent charge, or annual sum of *l.* to the said I. H., his executors, &c., during the natural life of the said Sir I. T. W., entered into and executed a certain warrant of attorney, also bearing even date with the said deed-poll and the said recited bond, whereby he authorised and empowered certain attornies therein named, to confess judgment against him, in his majesty's court of King's Bench, at *Westminster*, at the suit of the said I. H., for the said sum of *l.* besides costs of suit.

Assignment thereof. AND WHEREAS, judgment was entered in, or as of Trinity term, in the *year* of the reign of his present majesty, upon the said recited warrant of attorney, against him the said Sir I. T. W., at the suit of the said I. H., for the said sum of *l.* besides costs of suit.

Now, &c., that for the considerations aforesaid, and also, for and in consideration of the sum of ten shillings, of lawful, &c., to the said I. H., in hand paid, &c., by the said T. G., at &c., he the said I. H., at the request, and by and with the privity, consent, and approbation of the said Sir I. T. W., testified as before mentioned, hath bargained, sold, &c., to the said T. G., his executors, &c. All that the said hereinbefore in part recited bond or obligation, so given and entered into, and executed by the said Sir I. T. W. to the said I. H., for securing unto him the said I. H., his executors, &c., the said annuity, &c., hereinbefore assigned, or intended, &c., and also the said judgment so entered up on the said recited warrant of attorney. To HAVE, hold, receive, take, and enjoy the said bond and judgment hereby assigned, or &c., unto the said T. G., his executors, &c., and as, and for his and their own proper goods and chattels, monies and effects, for ever. AND for the considerations aforesaid, he the said I. H. (at the request, &c., of the said Sir I. T. W.) have made, constituted, &c., the said T. G., irrevocable, &c., to receive of the said Sir I. T. W. the said sum therein-mentioned. And on non-payment *to sue upon the said bond and judgment, or either of them, and to receive the said judgment by scire facias, or otherwise, and to sue out executions on said judgment, and give releases, and to substitute and revoke, and generally to do, &c.*

Power.

Covenant.

AND the said I. H. doth for himself, his executors and administrators, hereby covenant, promise, and agree, to and with the said T. G., his executors, &c., that he the said I. H., hath not at any time heretofore, made, done, committed, &c., nor shall nor will he the said I. H., his executors or administrators, or any of them, at any time or times hereafter, make, do, commit, or suffer any act, deed, matter, or thing whatsoever, whereby or by means

whereof the said bond or obligation, and judgment, or either of them, or any action or actions, suit or suits, execution or executions, or other proceedings whatsoever, to be commenced or prosecuted by the said T. G., his executors, &c., for the recovery of the sum or sums of money thereby secured under, and by virtue of the said bond or obligation and judgment, or either of them, or any part or parts thereof respectively, can, shall, or may be assigned, charged, incumbered, vacated, relinquished, compounded, or otherwise discharged without the consent of the said T. G., his executors, &c., first had and obtained in writing, for that purpose, but that he the said I. H., his executors or administrators, shall and will permit and allow of all such action or actions, suit or suits, execution or executions, or other process or proceedings as aforesaid, to be had upon the said bond or obligation, and judgment, or either of them, and permit and suffer his and their name and names to be made use of therein, as the said T. G., his executors, &c., shall think fit, and so often as there shall be occasion. IN WITNESS, &c.

Assignment of Annuity for the Life of the Assignee.

THIS INDENTURE, made, &c., between E. M.,
of the one part, and I. A., of the other part,
witnesseth.

THAT WHEREAS, M. M., late of deceased, did, Recitals.
by his last will and testament, in writing, devised unto
the said E. M., one annuity or yearly sum of l. of
good and lawful money, &c., to be issuing and payable
yearly and every year, out of all and every the manors,
messuages, lands, tenements, and hereditaments, of him
the said M. M., whatsoever and wheresoever the same
lie, and to be paid yearly, and every year, from and after
his decease, unto E. M., for and during the natural life
of the said E. M., with a power of distress to and for
the said E. M., upon non-payment thereof, or for any
part or parcel thereof, as in and by the same last will
and testament may more fully appear, which said an-
nuity hath ever since the death of the said M. M., been
satisfied and paid to the said E. M., according to the
tenor, purport, and true intent and meaning of the said
will. AND WHEREAS, the said I. A. hath contracted
and agreed with the said E. M. for the purchase of the
said annuity or rent charge, at or for the price or sum
of l. Now, &c., that the said E. M., for and in
consideration of the sum of l. unto him, in hand,
paid by the said I. A., before the sealing and delivery
hereof, (the receipt whereof the said E. M. doth hereby

Assignment acknowledge) and for divers other good causes and considerations, him thereunto moving, he the said E. M. hath granted, bargained, sold, assigned, and set over, and by these presents doth, &c., unto the said I. A., his executors, administrators, and assigns, all and every part of the aforesaid annuity, yearly rent, or sum of *l.* and all the estate, right, title, interest, benefit, and power of distress and distresses, use, possession, claim, and demand whatsoever, which he the said E. M. now hath or may, or in any wise ought yearly to have, of, in, or unto, or for the said annuity or yearly sum, or annual rent of *l.* before mentioned. To HAVE, hold, receive, perceive, enjoy, and take the said annuity or yearly sum or rent of *l.* and all the estate, right, title, interest, property, benefit, and power of distress or distresses, use, possession, claim, and demand whatsoever, of him the said E. M., of, in, and to the same, and of, in, and unto every part and parcel thereof, as aforesaid, unto the said I. A., immediately from henceforth, for and during the term of the natural life of the said E. M., in as large, ample, and beneficial manner, to all intents and purposes, as he the said E. M. might, could, should, or ought to have or enjoy the same, if these presents had not been mentioned, and at such time and times, as in the said proviso is limited for payment thereof, without deduction for taxes, or any other matter or thing whatsoever. [*Covenant from J. and T., that they had not incumbered.*] IN WITNESS, &c.

—◆—

*A Common Assignment of Exchequer Annuities,
Orders, and Tallies.*

TO ALL, &c. I. S. of, &c., sends greeting.

KNOW YE, that for and in consideration of the sum of *l.* of, &c., to the said I. S. in hand well and truly paid, at or before, &c. He, the said I. S., hath bargained, sold, assigned, transferred, and set over, and by these presents doth, &c., unto the said A. A. the several orders bearing date, &c., made unto, and in the name of the said I. S., by virtue and in pursuance of an act of parliament passed in the *year* of the reign of, &c. intituled, &c., in consideration of the respective sums therein mentioned, paid by the said I. S. into the receipt of his majesty's Exchequer for the same, which said orders are of the several numbers, and for the several annuities, or yearly sums, payable by four equal quarterly payments, for the term of thirty-two years, to be computed from the, &c., as follows, viz., one number, &c., together with the several tallies, made and struck for the purchase money of the said respective annuities of every

of them; and also the said several annuities, or yearly sums, payable by, or upon, the said orders respectively, during the residue of the said term of thirty-two years, and all the benefits arising thereby, or by any of them; and all the estate, right, title, and interest, property, claim, and demand whatsoever, of him the said I. S., of and in the said several orders, tallies, and annuities aforesaid, in every manner whatever, to have, hold, receive, and enjoy the said several annuities, and every of them, and every part thereof, unto the said A. A., her executors, administrators, and assigns, to her and their own proper use and uses, for and during the rest and residue of the said term of years, yet to come and unexpired, free and clear from all charges and incumbrances, made, done, or committed by him the said I. S., or by any other person or persons whomsoever.
IN WITNESS, &c.

Assignment of Articles of Clerkship (1.)

THIS INDENTURE, *tripartite*, made, &c. between E. S., of the first part; I. S., (*nephew of the said E. S.*), of the second part; and P. P. of the third part.

WHEREAS, [*recite the articles of clerkship*]. NOW THIS INDENTURE WITNESSETH, that in consideration of the said P. P. having agreed, from the date hereof, to find and provide the said I. S. with competent and sufficient meat, drink, washing, and lodging, during the now residue of the said term of five years, and also to pay him the said I. S. the yearly sum of l. during the last years of the said term of five years; and likewise at the end of the said term, to use his endeavours to get the said I. S. admitted an attorney, in such manner as hereinafter expressed, he the said E. S., at the request, and by and with the consent and approbation of the said I. S., testified by his being a party to, and executing these presents, hath assigned, transferred, and set over, and by these presents doth assign, transfer, and set over, unto the said P. P., his executors, administrators, and assigns, as well the said recited articles, and all benefit whatsoever to be had or made thereof, as also all the right, interest, property, profit, advantage, claim, and demand whatsoever, or howsoever, to arise, or be had or made to him the said E. S. from henceforth, of the service of him the said I. S., during the now residue of the said term of five years, by force or virtue of the said recited articles, or otherwise

(1) The affidavit of the execution, under the head Affidavits.

Covenant
as to in-
struction
and admit-
tance ;

as to board,
&c. ;

as to pay-
ment of a
yearly sum ;

as to certi-
ficate of
service.

howsoever. AND he the said P. P., for himself, &c., doth hereby covenant, &c., to and with the said E. S. his, &c., in manner following ; (that is to say), that he the said P. P. shall and will, at all times during the said residue of five years, in the best manner he can, instruct and inform the said I. S., as his clerk, in the business, practice, and profession of an attorney in his majesty's court of King's Bench, at *Westminster*, and also as a solicitor in his majesty's courts of Equity, and all other courts which the said P. P. now doth or shall use or practise in, and all methods and incidents relating thereto, during the residue of the said term. AND ALSO that he the said P. P., his executors or assigns, shall and will, from the day of the date hereof, at his and their own costs and charges, find, allow, and provide the said I. S. in competent and sufficient meat, drink, washing, and lodging, during the residue of the said term, and thereof and therefrom save harmless and keep indemnified the said E. S., his executors and administrators. AND ALSO, that he the said P. P., his executors or assigns, shall and will, well and truly, pay, or cause to be paid to the said I. S., during the last years of the said term of five years, the yearly sum of *l.* free from all deductions whatsoever, for and towards his expences, in providing cloaths and other necessities, the same to be paid him yearly on the day of &c., by four equal proportions, the first of such payments to begin and be made on the day of now next ensuing. AND LASTLY, each of them, the said E. S. and P. P. doth hereby severally covenant with the said I. S., that they, the said E. S. and P. P., at the requests, costs, and charges of him the said I. S., at any time after the expiration of the said term of years, shall and will severally certify the respective times of service, of him the said I. S. with them the said E. S. and P. P., and also do any other lawful act, at the requests, costs, and charges of the said I. S., for getting him to be admitted an attorney and solicitor, which shall be adjudged needful and necessary for that purpose. IN WITNESS, &c.

Assignment of Articles of Clerkship, by Indorsement.

THE within-named parties having mutually agreed to vacate the within-written contract, IT IS HEREBY WITNESSED, that the within-named R. B., at the request, and by and with the approbation of the within-named P. I. and F. I. (testified by their being parties to, and executing these presents), hath assigned and turned

over the said F. I. to R. F., of, &c., gent., to serve him as his clerk, under the condition within-mentioned, for the remainder of the within-mentioned term of five years : AND that the said R. F., (being one of the attornies of his majesty's court of at *Westminster*), duly sworn, admitted, and inrolled, hath, by these presents, in consideration of the sum of *l.* of lawful, &c., in hand paid to him the said R. B., (the receipt whereof, &c.) accepted, taken, and received him, the within-named F. I., to continue and be with him, as his clerk, during the remainder of the within-mentioned term of five years, and under the conditions in the within-written articles mentioned. AND, for the considerations above expressed, they, the said R. B., P. I., and F. I., do hereby, for themselves, and their several executors, administrators, and assigns, mutually release and discharge each other, their executors and administrators, of and from the within articles, and the performance thereof, and of and from all the covenants and agreements therein contained. IN WITNESS, &c.

Assignment of Bond by Indorsement.

KNOW ALL MEN BY THESE PRESENTS, that I, the within-named A. B., for and in consideration of the sum of *l.* of lawful, &c., to me in hand paid by C. D., of, &c., at or before, &c., the receipt, &c., have granted, bargained, sold, assigned, transferred, and set over, and by these presents, do, &c., unto the said C. D., his executors, &c., the within-written bond, or obligation, and the sum of *l.* mentioned in the condition thereof, and all interest due, and to grow due for the same, and all my right, title, interest, claim, and demand whatsoever, of, in, and to, the same. And I do hereby authorise the said C. D., in my name, to demand, sue for, receive, have, hold, and enjoy the said sum of *l.* and interest, to his own use absolutely, for ever. [*A covenant may be added that the debt and interest are really justly due, and that the assignor will do no act to discharge or defeat the same*]. IN WITNESS, &c.

Assignment of Lease, by Indorsement, by an Administrator, with consent of the Lessor.

KNOW ALL MEN BY THESE PRESENTS, that A. B. of administrator of all and singular the goods and chattels, rights and credits of the within-named C. D., deceased, for and in consideration of the sum of, &c., to him in hand well and truly paid by E. F., of, &c., at

or before, &c. the receipt, &c. HATH (by and with the consent of the within-named P. R., testified by his executing these presents) bargained, sold, assigned, transferred, and set over, and by these presents DOTH (by and with such consent as aforesaid), bargain, &c. unto the said E. F., his executors, administrators, and assigns, All, &c., and premises comprised in the within-written indenture, and therein mentioned to be thereby demised, with their and every of their appurtenances, together with the within indenture of lease, and all the estate, right, title, and interest which he the said A. B., as administrator of the said C. D. as aforesaid, or otherwise, now hath, or at any time hereafter shall or may have, claim, challenge, or demand, of, in, or to all or any of the said premises, by virtue of the said indenture of lease, or otherwise, as the administrator of the said C. D. TO HAVE AND TO HOLD the said messuage, &c., and all and singular other the premises, with their, and every of their appurtenances, unto the said E. F., his executors, administrators, and assigns, for and during all the rest, residue, and remainder, yet to come and unexpired of the within-mentioned term of years, in as full, ample, and beneficial a manner, to all intents and purposes whatsoever, as he the said A. B., his executors, or administrators, might or could, in any manner, have held and enjoyed the same, if these presents had not been made, subject, and without prejudice, to the yearly rent of £. in and by the said indenture of lease, reserved and contained, and to become due and payable, and to all and every the covenants, clauses, provisos, and agreements therein contained. AND the said A. B., for himself, his heirs, executors, and administrators, doth hereby covenant and declare, to and with the said E. F., his executors, administrators, and assigns, that he the said A. B. hath not, at any time heretofore, made, done, committed, or executed, or wittingly or willingly permitted or suffered, any act, deed, matter, or thing whatsoever, whereby or wherewith, or by reason or means whereof, the said messuage, &c. and premises hereby assigned, or intended so to be, are, is, may, can, or shall be any ways impeached, charged, affected, or incumbered in title, charge, estate, or otherwise howsoever. *A covenant may be added for further assurance.* IN WITNESS, &c.

* Covenant
that he has
done no act
to incum-
ber.

Assignment of a Judgment recovered by Verdict.

TO ALL TO WHOM THESE PRESENTS SHALL COME,
I, A. B. of send greeting.

WHEREAS, I the said A. B. lately recovered judgment
in his majesty's court of at *Westminster*, against

Recital of
judgment.

R. C. of for the sum of l. as by the record of the said judgment, remaining in the treasury of the said court at *Westminster*, doth appear, upon which judgment, execution hath been lately sued forth. Now Know YE, that I the said A. B., for divers good causes and considerations me hereunto moving, have granted, transferred, assigned, and set over, and by these presents do clearly and absolutely grant, transfer, assign, and set over, unto I. F. of his executors, administrators, and assigns, as well the said judgment for the said sum of l. aforesaid, as also all benefit, profit, sum and sums of money, and advantage whatsoever, that now can, or shall, or may hereafter be obtained, by reason or means of the same, or any execution thereupon, now had, or to be had, sued, executed, or obtained; and all the estate, right, title, interest, and demand whatsoever, which I the said A. B. have, or ought to have, or claim of, in, or to the said judgment, or any sum of money, lands, or tenements, which by virtue thereof, or of any process or execution thereupon sued or to be sued, shall, or may be recovered, obtained, or gotten. AND FURTHER, I the said A. B., do by these presents make, ordain, constitute, authorise, and appoint the said I. F. to be my true and lawful attorney, for me, and in my name to sue and prosecute the said execution upon the said judgment; and upon composition or agreement made concerning the premises, to acknowledge satisfaction, or to make and give any other release or discharge for the same; and all and every such other act and acts, thing and things whatsoever, as shall be requisite in and about the premises, I covenant to allow, establish, and confirm by these presents. AND I the said A. B., for myself, my executors, administrators, and assigns, do covenant, promise, and agree to and with the said I. F., his executors, &c., by these presents, in manner and form following; (that is to say), that I the said A. B. have never made or executed any release or other discharge of the said judgment, or of any execution which hath been, or shall be thereupon sued or executed; neither will nor shall I, the said A. B., my executors or administrators, at any time hereafter, make, commit, or do any release, act, or thing whatsoever, whereby the said judgment, or any execution which hath been thereupon sued or executed, or which shall at any time hereafter be sued or executed by the said I. F., or his assigns, shall be in any manner defeated, hindered, disabled, debarred, or extinguished, without the consent of the said I. F., his executors, administrators, or assigns, thereto first had in writing; nor revoke, invalidate, or avoid any power or authority hereinbefore by me given

Assign-
ment.

Power of
attorney to
sue out exe-
cution, &c.

Covenant
that the
judgment
has not been
satisfied;
and that the
assignor
will not re-
lease, &c.

but con-
firm all
lawful acts.

to the said I. F., without such consent as aforesaid. AND FURTHER, that I the said A. B., my executors and administrators, shall and will, at all times hereafter, on the request, and at the costs and charges of the said I. F., &c., maintain, justify, allow, and confirm all such lawful actions, suits, process, executions, and proceedings whatsoever, as have been, or shall hereafter be brought, sued forth, or prosecuted against the said R. C., his heirs, executors, administrators, or assigns, his, their, or any of their lands, tenements, goods, or chattels, upon or by reason of the said judgment. IN WITNESS, &c.

Assignment of Mortgage of a Lease for Years.

THIS INDENTURE, made, &c., between I. F. of the one part, and R. G. of the other part.

WHEREAS, F. H., by indenture bearing date, &c. [*here recite the mortgage*], which said sum of £. or any part thereof, was not paid or tendered to or for the said I. F., at the day in the proviso of redemption limited for payment thereof, but yet remaineth unpaid, by reason whereof the said messuage and other premises, and the whole estate, right, title, and interest of the said F. H., in and to the same, became forfeited unto the said I. F., and he thereby was, and now is, lawfully interested in and possessed of the said premises, and every part thereof, during the residue of the term of years therein, which then were, and now are to come and unexpired. NOW THIS INDENTURE WITNESSETH, that the said I. F., for and in consideration of the sum of £. of lawful, &c., to him in hand paid by the said R. G. the receipt, &c., hath granted, bargained, sold, assigned, transferred, and set over, and by these presents doth, &c., unto the said R. G., his executors, &c., all the said messuage, &c. and premises, with the appurtenances, granted unto him the said I. F., in and by the said indenture as aforesaid, and all the estate, &c. of him the said I. F., by virtue of the said indenture of mortgage or assignment above recited, or of any thing therein mentioned or contained, together with the said indenture of mortgage or demise, and all other writings relating to or concerning the same, now in the custody or possession of him the said I. F., TO HAVE AND TO HOLD the said messuage, &c., unto the said R. G., his executors, administrators, and assigns, for and during all the rest, residue, and remainder yet to come and unexpired of the within-mentioned term of _____ years, in as full, ample, and beneficial a manner, to all intents and purposes whatsoever, as he the said R. G., his ex-

ecutors or administrators, might or could have held and enjoyed the same if these presents had not been made, subject, and without prejudice, to the yearly rent of in and by the same indenture of lease reserved, and to become due and payable, and to all and every the covenants, clauses, provisos, and agreements therein contained. [*Add a covenant from assignor against incumbrances, and for further assurance.* IN WITNESS, &c.

Assignment of a Debt, with Power of Attorney.

KNOW ALL MEN BY THESE PRESENTS, that I, B. M., glover, in consideration of the sum of *l.* now justly due and owing by me to W. P., citizen and cutler, of *London*, and for better securing the payment of the same to the said W. P., have bargained, sold, assigned, transferred, and set over, and by these presents doth, &c., unto the said W. P., all that debt or sum of *l.* which is now due, and owing to me from I. H. of, &c., for goods sold and delivered by me to the said I. H., or his order, before the day of the date hereof, and all my right, title, interest, claim, and demand, in and to the said debt or sum of *l.* and every or any part thereof, TO HOLD to the said W. P., his executors, &c., from henceforth, to his and their own proper use and benefit for ever, nevertheless, under the proviso and condition hereinafter mentioned. AND I do hereby constitute and appoint the said W. P., my true and lawful attorney irrevocable, and give and grant to him, his executors, &c., full power and authority in my name, and in the name of my executors and administrators, but to the only proper use and behoof of the said W. P., his executors and administrators, to ask, demand, sue for, levy, recover, receive, compound, acquit, release, and discharge the said debt or sum of *l.* and every or any part or parcel thereof, and upon receipt of the same, or any part thereof, acquittances or other proper discharges to make; and generally for me, and in my name, or in the name of my executors and administrators, to make, do, perform, and execute all and every such further and other acts, matters, and things, touching and concerning the premises, as to the said W. P., his executors or administrators, shall seem requisite; and that as fully and effectually, to all intents and purposes, as I myself, my executors or administrators, could or might have done; hereby ratifying and confirming all and whatever he or they shall lawfully do or cause to be done in or about the premises. AND I do hereby covenant and agree, to and with the said W. P., his executors and administrators, that I have not done or suffered,

Assignment.

Power of attorney.

Covenant that the assignor has

not done,
nor will
do, any
act to pre-
vent the
recovery of
the debt.

Covenant
for further
assurance.

Proviso for
making void
the assign-
ment on
payment of
the sum of
£. within
three
months.

and that I, or my executors or administrators, shall not nor will, do or suffer any act, matter, or thing whereby or by reason whereof the said W. P., his executors, &c., shall or may be hindered or prevented from the recovering or receiving the said debt or sum of £. hereby assigned, or any part thereof, or such other satisfaction as can or may be had or obtained for the same, by virtue hereof. AND FURTHER, that I, my executors and administrators, shall and will, at all times hereafter, at the request of the said W. P., his executors, administrators, or assigns, make, do, and execute all such further and other acts and deeds as shall be reasonably required for the proving of the said debt, and the better and more effectually enabling him or them to recover, receive, and enjoy the same, according to the true intent and meaning of these presents. PROVIDED ALWAYS, and it is hereby agreed, that if I the said B. M., my executors or administrators, shall well and truly pay or cause to be paid to the said W. P., his executors, administrators, or assigns, the said sum of £. so due to him as afore-said, within three calendar months from the date hereof, then this present assignment, and every matter and thing herein contained, shall cease, determine, and be void to all intents and purposes whatsoever. IN WITNESS, &c.

*Assignment and Declaration of a Trust, under the
Circumstances of the Assignor's Name being made
use of in a Demise in Trust for the Assignee.*

THIS INDENTURE, made, &c., between A. B. of the one part, and C. D. of the other part.

Recitals.

WHEREAS, by indenture bearing date, &c., and made between R. P. of the one part, and the said A. B. of the other part, the said R. P., for the considerations therein mentioned, did grant and demise unto the said A. B. all, &c., as in and by, &c. AND WHEREAS, the name of the said A. B., in the said recited indenture, was made use of in trust for the said C. D. NOW THEREFORE THIS INDENTURE WITNESSETH, and the said A. B. doth hereby declare, that the sum of £. in the said indenture mentioned, was the proper money of the said C. D., and that the name of him the said A. B. was made use of therein, in trust only for the said C. D., and therefore the said A. B., in pursuance of the trust in him reposed by the said indenture, and in consideration of the sum of five shillings to him in hand paid by the said C. D., at or before, &c., hath (at the request of the said C. D.) bargained, sold, assigned, and set over, and by these presents doth, &c., unto the said C. D.,

his executors, &c., all and singular the said messuages, &c., before mentioned, to be demised and granted to him the said A. B., with their and every of their appurtenances, and all the estate, right, title, and interest, both at law and in equity, of him the said A. B., therein, thereto, and to every part thereof, together with the said indenture, To HAVE AND TO HOLD the said messuage, &c., and premises hereby assigned, or intended so to be, with their appurtenances, unto the said C. D., his executors, &c., for and during all such term, estate, and interest therein, as he the said A. B. could or might have had therein, by virtue of the said indenture. *Add a covenant that the assignor hath not incumbered.* IN WITNESS, &c.

Assignment of a Patent for the sole Use of an Invention.

THIS INDENTURE, made, &c., between A. B. of the one part, and C. D. of the other part.

WHEREAS, the said A. B. hath, by his long study, expence, and experience, invented a method of by a new and useful engine never before known or used in this kingdom. AND WHEREAS, on representing the same to his present majesty king *George* the fourth, his said majesty by letters patent, bearing date, &c., hath given and granted unto the said A. B., his executors, administrators, and assigns, and his and their deputy and deputies, servants and agents, special licence, full power, and lawful authority to use, exercise, and enjoy the said new invention, which he the said A. B. hath found out and attained as aforesaid, within any place or places whatsoever, in or belonging to the kingdom of *England*, in such manner, and according to such limitations, as to him the said A. B., his executors, &c., or any of them, shall be thought fit and convenient; AND that the said A. B., his executors, &c., shall and may have and enjoy the whole benefit, profit, and advantage, from time to time coming, growing, and arising by reason or means of the said invention, during the term of fourteen years from the date of the said letters patent, with a prohibition to all persons whatsoever, other than the said A. B., his agents or assigns, to use the said invention, or any thing thereto belonging, as in and by the said letters patent, inrolled in the high court of Chancery, may more fully appear. NOW THIS INDENTURE WITNESSETH, that the said A. B., for and in consideration of the sum of *l.* to him in hand paid by the said C. D., at or before, &c., the receipt, &c., hath granted, assigned, and set over, and by these pre-

Habendum

sents doth, &c., unto the said C. D., his executors and administrators, the said letters patent, and all the right, title, and interest of him the said A. B., of, in, and to the said invention so granted unto him by his said majesty as aforesaid, TO HAVE AND TO HOLD the said letters patent and invention, with all benefit, profit, and advantage thereof, to the said C. D., his executors, &c., in as full, ample, and beneficial manner, to all intents and purposes, as he the said A. B., by virtue of the said letters patent may or might have or hold the same, if this assignment had not been made, for and during all the rest and residue of the said term of fourteen years, granted by the said letters patent as aforesaid. AND the said A. B., doth by these presents constitute and appoint the said C. D., his assignee and grantee of and for the said invention, and the profits thereof, for the remainder of the said term of fourteen years. AND the said A. B. doth covenant to and with the said C. D., that he the said C. D., his executors and administrators, shall and may, by virtue of these presents, have, receive, and take all profits and advantages whatsoever that may or shall be made for or by reason of such invention. AND that he the said A. B., his executors and administrators, shall and will do and execute, or cause to be done and executed, all and every other act and acts, thing and things, devises and assignments in the law whatsoever, for the further, better, and more perfectly assigning and assuring of the said letters patent, and the right, title, and interest of him the said A. B., his executors, &c., therein, and in the said invention; unto the said C. D., his executors, &c., as by the said C. D., his executors, &c., or his or their counsel, shall be lawfully and reasonably devised, or advised and required. IN WITNESS, &c.

Assignment of a Reversion in the Funds.

THIS INDENTURE, made the day of
between A. M. D. of of the one part, and
J. C. of of the other part.

WHEREAS, the said A. M. D., is under and by virtue of an indenture *tripartite*, bearing date the day of (and made previous to the marriage of the Rev. J. D., deceased, and S. his wife, her father and mother), between J. H. of in the county of since deceased, and the said S., his only daughter, of the first part; the Rev. J. D., then of in the county of since deceased, of the second part; and A. D. of in the county of esq., and N. H.

Settlement.

of in the city of gent, both since deceased,
of the third part; entitled to the reversionary interest,
of and in the capital sum of l. 3 per cent. conso-
lidated bank annuities, expectant upon the decease of
her said mother, the said S. D. AND WHEREAS, the
said capital now stands in the joint names of I. H. B.,
and A. H. the younger, for the uses of the said settle-
ment. AND WHEREAS, the said J. C. hath contracted
and agreed with the said A. M. D., for the absolute pur-
chase of all her reversionary right, title, and interest, of,
and in the capital sum of l. 3 per cent. consoli-
dated bank annuities, expectant upon the decease of her
said mother, at, and for the price or sum of l. of revenue. Assignment
Now, &c., that for and in consideration of the said sum
of l. of lawful money of *Great Britain*, in hand
well and truly paid by the said J. C., to the said A. M.
D., at or before the sealing and delivering of these pre-
sents, the receipt whereof the said A. M. D. doth hereby
acknowledge, and thereof and therefrom, and of and
from the same, and every part and parcel thereof, doth
acquit, release, and discharge the said J. C., his execu-
tors and administrators, she, the said A. M. D., hath
bargained, sold, assigned, transferred, and set over, and
by these presents doth bargain, sell, assign, transfer, and
set over, unto the said J. C., his executors, administra-
tors, and assigns, all that, the remainder or rever-
sion of her the said A. M. D., expectant upon, and to
take effect in possession, immediately upon and after
the decease of the said S. D., of and in all that the said
capital sum of l. bank annuities, now standing in
the names of the said J. H. B., and A. H. the younger,
as aforesaid, in the books of the governor and company of
the bank of *England*; and all interest, divisions, and pro-
ceeds thenceforth to grow due and payable thereon, and
all right, title, interest, benefit, claim, and demand
whatsoever, and wheresoever, of her the said A. M. D.,
of, in, and to the same, or to which the said A. M. D.,
can, shall, or may have claim set up, or demand, either
at law or in equity, therein and thereto, or to any part
or parcel thereof. TO HAVE AND TO HOLD, receive,
take, and enjoy the said reversionary premises hereinbe-
fore assigned, and every part thereof, to him the said
J. C., his executors, administrators, and assigns, to and
for his and their own absolute use and benefit. AND
the said A. M. D., for the better enabling the said J. C.,
his executors, administrators, and assigns, to have,
receive, take, and recover the said reversionary right and
interest of and in the said capital sum of l. 3 per
cent. consolidated bank annuities, part of the said capital
sum of l. like annuities, and the interest, divisions, and

proceeds thereof, then after to accrue due and payable thereon, she the said A. M. D., hath nominated, constituted, and appointed, and by these premises doth nominate, constitute, and appoint the said J. C., his executors, administrators, and assigns, her true and lawful attorney and attornies, irrevocably, in her name, but to and for the only proper use and benefit of him the said J. C., his executors, administrators, and assigns, to ask, demand, have, receive, and take the transfer and assignment of the said hereby assigned premises, and every part and parcel thereof, of and from the said J. H. B., and A. H. the younger, or the survivor of them, and the executors or administrators of such survivor, or whom else it shall or may concern, to transfer the same upon the decease of the said S. D., as aforesaid, and on receipt thereof, or of any part or parts thereof, to make, sign, and give such receipts, acquittances, releases, and discharges in the law for the same, as shall be requisite and necessary in the premises. AND in default thereof, to commence and prosecute with effect, such actions at law, or suits in equity for recovery thereof, as the said attorney or attornies shall be advised. And generally to do and perform all and every such further and other acts and deeds, matters and things, in the premises, as he or they shall think fit. AND the said A. M. D., doth hereby for herself, her executors, administrators, and assigns, covenant, promise, and agree to and with the said J. C., his executors, administrators, and assigns, that she the said A. M. D., hath not heretofore done or caused, or procured to be done or committed, and that she, her executors and administrators, shall not nor will, do or commit, or cause or procure to be done or committed, directly or indirectly, any act, deed, matter, or thing whatsoever, whereby or by reason or means whereof, the said premises hereby assigned, or any part thereof, are, is, can, shall, or may be charged, impeached, forfeited, diminished, or incumbered in title, estate, interest, or otherwise howsoever. AND ALSO shall and will, at the *proper request, costs, and charges of the said J. C., his executors, administrators, or assigns*, do or cause to be done, such further or other acts, deeds, matters, and things whatsoever, which shall be requisite for the further, better, and more perfect *assigning and procuring to be duly transferred* to the said J. C., his executors, administrators, and assigns, the said *premises hereby assigned*, so as that in the doing thereof, she the said A. M. D., her executors or administrators, be not compelled to travel further or more than five miles from her or their then respective place or places of abode.

IN WITNESS, &c.

Assignment in Trust of a Term to attend the Inheritance of Lands purchased for a Charity.

THIS INDENTURE *quadrupartite*, made the day of &c., between T. S. of, &c. of the first part ; R. S. of, &c. of the second part ; I. A. of, &c., J. L. of, &c., R. C. of, &c., P. M. of, &c., and J. H. of, &c., trustees of and for a certain charity or hospital, commonly called an hospital for of the third part ; and E. A. of, &c. of the fourth part.

WHEREAS, by a certain indenture of demise or mortgage bearing date the day of and made or expressed to be made between M. G. son of E. G. deceased, and grand-nephew and devisee of M. G. deceased, of the one part ; and R. H. of the other part : he the said M. G. in consideration of £. to him paid by the said R. H., his executors, administrators, and assigns. ALL THAT, &c. to hold the same unto the said R. H., his executors, administrators, and assigns, for and during the term of from thence next ensuing, at and under the yearly rent of £., payable as therein is mentioned, subject to a proviso therein contained, that if the said M. G., his heirs, executors, or administrators, should pay or cause to be paid to the said R. H., his executors, administrators, or assigns, the aforesaid sum of £. and interest for the same, at a certain day therein limited for payment thereof, that then the said indenture should cease, determine, and be void. AND WHEREAS, by a certain deed-poll, bearing date the day of under the hand and seal of the said M. G., indorsed on the back of the said recited deed, the said M. G. in consideration of £. more, paid to him by the said R. H., did covenant that the said premises should stand charged with the said £. then advanced, together with interest at five *per cent.* at the time and place in the above proviso for payment of the said £. and interest, and that the said premises should not be redeemed by the said M. G. but on payment, as well of the said £. and interest, as the said £. and interest. AND WHEREAS, by a certain other deed-poll, bearing date the day of under the hand and seal of the said M. G., likewise indorsed on the back of the said deed, reciting that the said R. H. was dead, having made his will, and constituted his grand-daughter A. W., then the wife of W. G., sole executrix, who had proved the said will, and acted in the said executorship ; and further reciting, that all interest for the said sums of £.

Mortgage.

Indorsement.

ASSIGNMENTS.

was paid to the date thereof. IT WAS WITNESSED, that in consideration of £. paid to the said M. G. by the said W. G. and A. his wife, the said M. G. did covenant and agree, that the said premises, contained in the said last before recited deed, and the said term of years thereby created, should from thenceforth stand, and be chargeable; and the said M. G. did charge and subject the same, as well with the payment of the said £. then advanced, with interest, as of the said principal sums of £. and £. so secured as aforesaid, and interest to grow due for the same. AND WHEREAS, by an indenture of four parts, bearing date the day of and made, or mentioned to be made, between W. G. administrator of A. G., (formerly A. W.) his late wife, deceased, who was one of the executors and residuary legatees named in the last will and testament of R. H. gent., deceased, E. H. widow and relict of the said R. H., and J. W. and T. his wife, (formerly W.) which said E. and T. were the two other executors of the said R. H. of the first part; M. G. son of E. G. deceased, and grand-nephew and devisee of M. G. deceased, of the second part; T. W. of the third part; and R. S. (party hereto), of the fourth part. IT IS THEREBY WITNESSED, that in consideration of £. paid by the said T. W. to W. G., with the consent and direction of the said E. H., J. W., and T. his wife, and the said M. G., testified, as therein is mentioned, being in full for the principal and interest due on the said recited mortgage, and deed-polls therein, as therein is mentioned, and also in consideration of 5s. paid by the said R. S. to the said W. G., E. H., J. W., and T. his wife, and of which said several sums they did thereby acquit, relieve, and discharge the said T. W. and R. S., and each of them respectively. They the said E. H., J. W., and T. his wife, at the request and desire of the said W. G., and by the direction of the said M. G., and at the nomination of the said T. W., did assign, transfer, and set over unto the said R. S., All that, &c., to hold the same unto the said R. S., his executors, administrators, and assigns, for the remainder of the said term of years, IN TRUST for the said T. W., his heirs and assigns, to attend and wait upon the freehold and inheritance of the said premises, and to protect the same from and against all mesne incumbrances, if any such there be. AND WHEREAS, the said T. W. did in his lifetime duly make and publish his last will and testament in writing, bearing date on or about the day of and thereby gave and divided unto the said T. S., by the name and description of his nephew T. S., third son of his late sister S. S., his heirs

Assignment

Will.

and assigns, all those, &c. AND WHEREAS the said I. A., I. L., R. C., P. M., and I. H., have contracted and agreed with the said T. S., party hereto, for the absolute purchase of the fee simple and inheritance of four acres, &c. for the price or sum of £, and it hath been agreed by and between all the said parties to these presents, that previous to the conveying the said fee-simple and inheritance of the said four acres, &c. above-mentioned to the said I. A., I. L., R. C., P. M., and I. H., as aforesaid, the residue of the said term of years, as to the said four acres, should be transferred and assigned over to the said E. A., his executors, administrators, and assigns, IN TRUST for the said I. A., I. L., R. C., P. M., and I. H., and their heirs, to the intent that the said term of years may not be merged, but may attend and wait upon the freehold and inheritance of the said four acres, to protect the same from and against all mesne incumbrances, if any such there be. Now, &c., that the said R. S., for and in consideration of the said sum of £, paid by the said I. A., I. L., R. C., P. M., and I. H., to the said T. S., as aforesaid, and also in consideration of the sum of five shillings of lawful, &c., to him the said R. S. in hand paid by the said E. A., at or before the sealing and delivery of these presents, the receipt whereof the said R. S. doth hereby acknowledge, and thereof and therefrom doth hereby acquit and discharge the said E. A., his executors, administrators, and assigns; he the said R. S., by the direction and appointment of the said T. S., testified by his being a party to, and sealing and delivering these presents, and at the request and nomination of the said I. A., I. L., R. C., P. M., and I. H., testified by their being parties to these presents, and sealing and delivering thereof, hath bargained, sold, assigned, transferred, and set over, and by these presents doth bargain, sell, assign, transfer, and set over unto the said E. A., his executors, administrators and assigns, all that, &c. TO HAVE AND TO HOLD the said four acres of meadow or pasture ground before mentioned, and hereby assigned and set over, or meant, mentioned, or intended so to be, with the appurtenances, unto the said E. A., his executors, administrators, and assigns, from henceforth, for and during all the rest, residue, and remainder of the said term of years, which is now to come and unexpired, freed, acquitted, exonerated, and discharged of and from all, and all manner of former or other gifts, grants, bargains, sales, mortgages, leases, jointures, intails, and of and from all other incumbrances whatsoever, to be had, made, done, or wittingly or willingly suffered by the said R. S., whereby the said premises intended

Purchase of
the fee.

Assignment
of the term

In trust for
the charity
to attend,
&c.

to be conveyed, or any part thereof, for and during the residue of the said term of years, hereby granted and assigned, or intended to be hereby granted and assigned are, or may be impeached or incumbered, in title, charge, estate, to or otherwise howsoever; IN TRUST, nevertheless, and for the only use and benefit of the said I. A., I. L., R. C., P. M., and I. H., their heirs and assigns; SUBJECT, nevertheless, to, for, and upon such trusts, uses, intents, and purposes, as the governors of the said charity or hospital, for the time being, shall from time to time, and at all times hereafter, during the residue of the said term, direct, limit, and appoint the same; and in the mean time, and until such direction, limitation, and appointment, the said years' term, as to the said four acres. &c., shall be, remain, and continue in the said E. A., his executors, administrators, and assigns, to attend, wait upon, and go along, with the freehold and inheritance of the said four acres of, &c., intended to be conveyed as aforesaid; to protect and preserve the same, from and against all mesne incumbrances, if any such there be, which shall or may affect the said premises hereby intended to be conveyed as aforesaid, in any manner howsoever. IN WITNESS, &c.

*Transfer and Assignment of a Mortgage in Fee,
pursuant to a Decree of the Court of Chancery.*

THIS INDENTURE made, &c., between Sir R. P., of, &c., of the first part; and J. A., of, &c., of the second part; and J. B., of, &c., and &c., (executors and trustees named in the last will and testament of the Right Honourable J. late Lord A., deceased), of the third part.

Recitals.

[*Recites several indentures of mortgages from said J. A. to said Sir R. P., as prior mortgagee, and Lord A., as subsequent, &c.*] AND WHEREAS, the said Lord A., in and by a codicil to his last will and testament, bearing date, &c., gave and bequeathed all the rest and residue of his personal estate, &c., to trustees, &c., to the intent, &c. [*Recites the death of Lord A., leaving his only child him surviving.*] AND WHEREAS, by an order of the high court of Chancery, bearing date, &c., and made by his Honor the Master of the Rolls, in a cause wherein the said R. B., Lord A., an infant, by M. D. his next friend, were plaintiffs; E. Lady A., and others were defendants; after stating (amongst other things), the said several hereinbefore in part recited mortgages, or securities, from the said J. A. to the said Lord A. and Sir R. P.; and also the said in part recited codicils to the will of Lord A.; and that the said

Sir. R. P. had called for payment of the principal money and interest so due to him as aforesaid; and that the said trustees and executors apprehended it would be for the benefit of the petitioner to redeem the said R. P., by paying him his principal and interest, they having in their hands a sufficient fund to pay the same. It was therefore ordered, that it should be referred to Mr. W., one of the Masters of the said Court of Chancery, to inquire and certify, whether it would be for the benefit of the petitioner, that the estate so mortgaged to the said Sir R. P. should be redeemed out of the personal estate of the said testator, and an assignment made of the said mortgaged premises from the said Sir R. P., and such other parties as should be necessary. [*Recites Master's report same confirmed, and that said J. B., &c., (trustees) should be at liberty to raise out of the personal estate of the said testator, &c.*] AND WHEREAS, the said Master W. hath by his report in writing, bearing date, &c., certified that he had perused, settled, and approved of these presents, and in testimony thereof had wrote his name on the last skin of the engrossment thereof; NOW THIS INDENTURE WITNESSETH, that in pursuance of the said in part recited decree, or decretal order of the, &c., and for, and in consideration of the sum of *l.* of lawful, &c., by the said J. B., &c., (trustees), (with the privity and consent of the said J. A., testified by his being a party to, and sealing, and delivering these presents,) to the said Sir R. P. in hand, at and before the sealing and delivery of these presents, well and truly paid, (being in full satisfaction and discharge of all principal money and interest, now due and owing to the said Sir R. P., by virtue of his said several hereinbefore in part recited mortgages and securities,) the receipt of which said sum of *l.* he the said Sir R. P. doth hereby acknowledge; and of, and from the same, and every part thereof, doth acquit, release, and discharge, as well the said J. B., &c., as also the said J. A., their heirs, executors, and administrators respectively, for ever, by these presents; and in consideration of the said sum of *l.*, now due and owing to the executors of the said Lord A., by virtue of the said, &c., and also for, and in consideration of the sum of ten shillings, of like lawful money, by the said J. B., &c., to the said J. A. in hand also paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, he the said Sir R. P. hath granted, bargained, sold, released, and confirmed, and by these presents doth grant, &c. And the said J. A. hath granted, bargained, sold, aliened, released, ratified, and confirmed, and by these presents doth

Recital that the Master had approved of the conveyance. Witnesseth.

Consideration.

Sir R. P. releases and J. A. ratifies freehold.

grant, &c., unto the said J. B., &c., (*in their actual possession, &c., by a bargain and sale from Sir R. P. and J. A.*) their heirs and assigns, ALL and every, &c.,

Premises. *Habendum.* TO HAVE AND TO HOLD the said manors or lordships, messuages, mills, lands, tenements, and hereditaments, and all and singular the premises hereby granted and released, or mentioned, or intended so to be, with their and every of their rights, members, and appurtenances, unto the said J. B., &c., their heirs and assigns; IN TRUST, nevertheless, for the said R. P. Lord A., his heirs and assigns, freed and discharged of, and from, all equity and power of redemption now subsisting, of and in the same hereditaments and premises, by force and by virtue of the said in part recited indentures, or any of them; but subject, nevertheless, to the proviso or condition for redemption hereinafter contained. AND

Further witnesseth. THIS INDENTURE FURTHER WITNESSETH, that in further pursuance of the said in part recited orders and report, and for the considerations aforesaid, he the said

Said Sir R. P. assigns, and J. A. ratifies and assigns leasehold. Sir R. P. hath bargained, sold, and assigned, and by these presents doth bargain, sell, and assign, and the said J. A. hath granted, bargained, sold, assigned, transferred, and set over, released, ratified, and confirmed, and by these presents doth grant, bargain, sell, assign, transfer, and set over, release, ratify, and confirm, unto the said J. B., &c., their executors, administrators, and assigns, ALL and singular the said messuages, tenements, hereditaments, and premises, comprised in the said in part recited indenture, with their and every of their appurtenances; and all the estate, right, title, interest, term of years yet to come and unexpired, equity of redemption, claim, and demand whatsoever, of them the said Sir R. P. and J. A., and each of them, of, in, to, or out of the same premises;

Premises *Habendum.* TO HAVE AND TO HOLD the said messuages, tenements, lands, hereditaments, and all and singular other the premises hereby assigned, or intended so to be, with their and every of their appurtenances, unto the said J. B., &c., their executors, administrators, and assigns, for, and during the residue and remainder yet to come and unexpired of the said term of years, thereof granted as aforesaid; IN TRUST, nevertheless, for the said Lord A., his executors, administrators, and assigns, (*ut supra*), but subject to the proviso, or condition for redemption hereinafter expressed and declared; (that is

* Proviso of redemption. to say,) PROVIDED ALWAYS, and the said J. B., &c., for themselves respectively, and for their respective heirs, executors, and administrators, do hereby severally, and not jointly, covenant, promise, and agree, to and with the said J. A., his heirs and assigns, that if the said J.

A., his heirs, executors, or administrators, do, and shall well and truly pay, or cause to be paid, unto them the said J. B., &c., their executors, administrators, or assigns, or some, or one of them, the full and just sum of

l., of lawful, &c., with interest for the same, after the rate of 5l. for every 100l., by the year, on the day of next ensuing the date of these presents,

without any deduction or abatement whatsoever out of the same, for, or in respect of, any taxes, rates, or impositions already assessed or imposed, or hereafter to be assessed or imposed by the authority of Parliament, or otherwise howsoever, on the said manors, &c., hereby granted, released, and assigned respectively, or intended so to be, or any part thereof, or on the said sum of l., and the interest thereof, or any part thereof; or on the said J. B., &c., or any of them, their, or any of their heirs, executors, administrators, or assigns, in respect thereof; then, from, and immediately after such payment, so made as aforesaid, they the said J. B., &c., or the survivor or survivors of them, or the heirs, executors, administrators, or assigns of such survivor, shall and will, upon the request, and at the proper costs and charges in the law of the said J. A., his heirs, executors, or administrators, convey, assign, and assure the said manors, &c., hereby granted, released, and assigned respectively, or mentioned, or intended so to be, with their, and every of their rights, members, and appurtenances, unto, and to the use of the said J. A., his heirs, executors, and administrators, respectively; freed and discharged of, and from, all incumbrances whatsoever, committed or done by them the said J. B., &c., or any of them, their, or any of their heirs, executors, administrators, or assigns. AND

the said J. A., for himself, his heirs, executors, and administrators, doth hereby covenant, promise, and agree, to and with the said J. B., &c., their executors, administrators, and assigns, that he the said J. A., his heirs, executors, or administrators, shall and will well and truly pay, or cause to be paid, unto the said J. B., &c., their executors, administrators, or assigns, or to some or one of them, the full and just sum of l., of lawful money of Great Britain, with interest for the same, after the rate of 5l. for every 100l., by the year, at the time above limited for payment thereof, according to the true intent and meaning of the above written proviso. [Covenant from Sir R. P. that he hath done

Covenant
for payment
of mortgage
money and
interest.

no act to incumber.] AND the said J. A. for himself, his heirs, executors, and administrators, doth covenant, promise, and agree, to and with the said J. B., &c., their heirs, executors, administrators, and assigns, by fee;

Covenant
from J. A.
that Sir R.
P. and he
are seised in
fee;

these presents, in manner following; (that is to say,) that they the said Sir R. P. and J. A., or one of them, at the time of the sealing and delivery of these presents, are, or is, lawfully and rightfully seized of the said manors, &c., and premises hereby granted and released, or intended so to be, with their, and every of their rights, members, and appurtenances, of and in a pure, perfect, absolute, and indefeasible estate of inheritance in fee-simple, without any manner of condition, contingent proviso, power of limitation, or revocation of any new or other use or uses, or any other restraint, matter, or thing whatsoever, which may, can, or shall after change, charge, revoke, determine, incumber, or make void the same, (save and except as hereinbefore is mentioned or recited); AND that they the said Sir R. P. and J. A., now have, or one of them hath, in themselves or himself, good right, full power, and lawful and absolute authority to grant, bargain, sell, release, and convey the said manors, &c., hereby granted and released, or intended so to be, with their, and every of their rights, members, and appurtenances, unto and to the use of the said J. B., &c., their heirs and assigns, and also to bargain, sell, and assign the said leasehold messuages, &c., and premises hereby assigned, or intended so to be, with their appurtenances, for all the residue and remainder yet to come and unexpired of the said term of years, in manner aforesaid, according to the true intent and meaning of these presents. AND ALSO, that after default shall happen to be made of or in the payment of the said sum of £., and the interest thereof, or any part thereof, contrary to the true intent and meaning of the proviso and covenant hereinbefore contained, it shall and may be lawful to and for the said J. B., &c., their heirs, executors, administrators, and assigns, peaceably and quietly to enter into, have, hold, and enjoy all and singular the said manors, &c., and premises hereby granted, released, and assigned respectively, or intended so to be, as aforesaid, with their, and every of their rights, members, and appurtenances, and to receive and take the rents, issues, and profits thereof, and of every part thereof, to their own use and uses, without the let, suit, hindrance, interruption, or denial of the said J. A., his heirs or assigns, or of any other person or persons whomsoever; AND that free and clear, and clearly and absolutely freed, acquitted, exonerated and discharged, or otherwise, by the said J. A., his heirs, executors, or administrators, saved, defended, kept harmless, and indemnified of, from, and against all and all manner of former and other gifts, grants, bargains, sales, leases, mortgages, jointures,

and have
right to con-
vey.

And in de-
fault of pay-
ment, that
it shall be
lawful for
J. B., &c.,
quietly to
enjoy said
premises.
Free from
incum-
brances.

And for fur-
ther assur-
ance.

dowers, and titles to dowers, uses, trusts, wills, intails, rents, arrears of rent, judgments, statutes, recognizances, extents, fines, amerciaments, forfeitures, sequestrations, titles, charges, and other incumbrances whatsoever. AND FURTHER, that he the said J. A., his heirs, executors, &c., and all and every other person and persons whomsoever, having or claiming, or who shall or may have or claim any legal or equitable estate, right, title, trust, or interest in, to, or out of the said manors, &c., hereby granted, released, and assigned respectively, or intended so to be, or any part or parcel thereof, shall and will, from time to time, and at all times, from and after default shall happen to be made in payment of the said sum of

£., and the interest thereof as aforesaid, upon the reasonable request of the said J. B., &c., or some or one of them, their, or some or one of their heirs, executors, administrators, or assigns, but at the proper costs and charges in the law of the said J. A., his heirs, executors, or administrators; make, do, acknowledge, levy, suffer, and execute, or cause and procure to be made, done, acknowledged, levied, suffered, and executed, all and every such further and other lawful and reasonable act and acts, deed and deeds, devices, conveyances, and assurances in the law whatsoever, for the further, better, more perfect and absolute granting, conveying, and assuring the said manors, &c., hereby granted and released, or intended so to be, with their, and every of their rights, members, and appurtenances, unto and to the use of the said J. B., &c., his heirs and assigns for ever, and for the better, more perfect, and absolute assigning the said messuages, &c. and premises hereby assigned, or intended so to be, with their appurtenances, unto the said J. B., &c., their executors, administrators, and assigns, for all the residue and remainder which will be then to come and unexpired of the said term of

years, be the same by fine or fines, common recovery or common recoveries, or any other matter of record, or otherwise howsoever, as by the said J. B., &c., their heirs, executors, administrators, or assigns, or their, or any of their counsel shall be reasonably devised or advised and required. BUT it is hereby agreed and declared, by and between the said J. B., &c., and the said J. A., that until default shall happen to be made of or in payment of the said sum of £., and interest thereof, contrary to the true intent and meaning of the above-written proviso, it shall and may be lawful to and for the said J. A., his heirs, executors, administrators, and assigns, peaceably and quietly to have, hold, and enjoy the said manors, &c., and premises hereby granted,

And till default of payment that J. A. shall enjoy said premises.

released, and assigned respectively, or intended so to be, with their, and every of their rights, members, and appurtenances, and receive and take the rents, issues, and profits thereof, without the let, suit, hindrance, interruption, or denial of or by the said J. B., &c., their executors, administrators, or assignus, or of any other person or persons whomsoever, claiming or to claim by, from, or under them, or any of them. IN WITNESS, &c.

Transfer or Assignment of a Mortgage in Fee, indorsed on a Marriage Settlement.

THIS INDENTURE *quadrupartite*, made the day of in the year, &c., between the within-named J. S., H. R., and E. his wife, of the first part; Sir R. A., of O., in the county of B., bart., and R. M., of the parish of *St. George the Martyr*, in the county of *Middlesex*, doctor in physic, (trustees named in the articles made previous to the marriage of the said H. R. with the said E. R., his wife), of the second part; the within named J., Lord Baron of K., of the third part; and the within-named Sir G. S. and N. O., of the fourth part.

WHEREAS the principal sum of £. remains due and owing on the within-written indenture, and the several mortgages and securities therein mentioned or recited, and there is or was due and owing for the interest of the said principal sum of £. the sum of £., both which said sums of £. and £. amount together to the sum of £. NOW THIS

Witnesseth

INDENTURE WITNESSETH, that for and in consideration of the sum of £. of lawful money of *Great Britain*, by the said Sir G. S. and N. O., and of the sum of £. of like money, by the said J., Lord K., making together the sum of £., (being one moiety of the said hereinbefore mentioned sum*of £. to the said J. S., and of the sum of £. of like money, by the said Sir J. S. and N. O., and of the sum of £. by the said J., Lord Baron of K., making together the sum of £., being the other moiety of the said sum of £., to the said Sir R. A. and Sir R. M., (by and with the privity, consent, and direction of the said H. R. and E., his wife, testified by their being parties to, and sealing and delivering of these presents), and also the said sums of £. and £., with the privilege and consent of the said J., Lord K. (testified by his being a party to, and executing these presents), in hand, well and truly paid, at or before the sealing and delivery hereof, (in full of the principal money, and of all interest

due and owing on, or by virtue of the said indenture, and all and every the mortgages and securities therein mentioned or recited), the several receipts and payments of which said several sums of *l.* and *l.*, they the said Sir J. S. and Sir R. A., R. M., H. R., and E. his wife, do hereby severally and respectively acknowledge, and thereof, and of and from every part and parcel thereof, acquit, exonerate, release, and for ever discharge the said J., Lord Baron of K., Sir J. S. and N. O., and every of them, their, and every of their heirs, executors, and administrators, by these presents, and in consideration of the sum of five shillings, of like money, to each and every of them the said J., Lord Baron of K., J. S., H. R., and E., his wife, in hand, well and truly paid by the said Sir G. S. and N. O., at or before the enscaling and delivery of these presents, the receipt whereof is hereby acknowledged, they the said J. S. and H. R., and E., his wife, at the request and nomination, and by the direction and appointment of the said J., Lord Baron of K., (testified as aforesaid), have, and each and every of them hath, bargained, Granting
sold, aliened, released, and confirmed, and by these part.
presents do, and each and every of them doth, bargain, sell, alien, release, and confirm, and the said J., Lord Baron of K., hath granted, bargained, sold, aliened, released, and confirmed, and by these presents doth, grant, bargain, sell, alien, release, and confirm, unto the said Sir G. S. and N. O., (*in their actual possession, now being by virtue of a bargain and sale to them thereof made by the said J. S., H. R., and E., his wife, and J., Lord Baron of K., &c.*), and to their heirs, all those the castles, manors, lordships, towns, messuages, lands, tenements, and hereditaments mentioned to be released by the within-mentioned indenture, or intended so to be, and every of them, and every part and parcel of them, and every of them, with their, and every of their rights, members, and appurtenances, and the reversion and reversions, remainder and remainders, yearly, and other rents, issues and profits, of all and singular the castles, manors, towns, messuages, lands, tenements, hereditaments, and premises mentioned or intended to be hereby released, and every part and parcel thereof, and all the estates, right, title, inheritance, reversion, use, trust, property, claim, and demand whatsoever, both at law and in equity, of them the said J. S., H. R., and E., his wife, and J., Lord Baron of K., and every, or any, or either of them, of, in, and to the same, and every or any part or parcel thereof, To
HAVE AND TO HOLD the said castles, manors, and Habendum.
lordships, towns, messuages, lands, tenements, here-

Recital of
fines bein
levied

Declaration
of uses
thereof.

Covenant
against
incum-
brances,

ditaments, and premises mentioned to be thereby released, with their, and every of their rights, members, and appurtenances, unto the said Sir G. S. and N. O., and their heirs, to the use of the said Sir G. S. and N. O., their heirs and assigns. AND WHEREAS, the said J. S., H. R., and E. his wife, as of Trinity term now last past, have acknowledged and levied before the justices of his majesty's court of Common Pleas, at *Westminster*, unto the said Sir G. S. and N. O., and their heirs, or the heirs of one of them, three several fines, *sur consauance de droit come ceo, &c.*, with proclamations to be thereupon made, according to the form of the statute in that case made and provided, and the usual course of fines for assurance of lands, of all and singular the said castles, manors, or townships, towns, messuages, lands, tenements, hereditaments, and premises mentioned, or intended to be hereby released, and every of them, and every part and parcel thereof, with their, and every of their rights, members, and appurtenances. NOW IT IS HEREBY COVENANTED, concluded, declared, and agreed upon, by and between the said parties to these presents, that the said fines so as aforesaid acknowledged and levied, and all and every other fine and fines heretofore acknowledged or levied, or hereafter to be acknowledged or levied, of the said castles, manors, or lordships, towns, messuages, lands, tenements, hereditaments, and premises mentioned, or intended to be hereby released, or any of them, or any part or parcel thereof, alone or together, with any other manors, lands, tenements, or hereditaments by or between the said parties to these presents, or any of them, or whereunto they, or any of them werè, was, are, or is or shall be party or parties, privy or privies, shall be and enure, and shall be abjudged, deemed, construed, and taken, and at the respective times of acknowledging and levying thereof, were meant and intended, and by all the said parties to these presents are hereby declared to be, and enure, as to the said premises mentioned and intended to be hereby released, and every of them, and every part and parcel thereof, with their, and every of their appurtenances, to the use of the said Sir G. S. and N. O., their heirs and assigns for ever, and to, for, or upon no other use, trust, intent, or purpose whatsoever. AND the said J. S., for himself, his heirs, executors, and administrators, doth covenant, promise, declare, and agree to and with the said Sir G. S. and N. O., their heirs and assigns, by these presents, in manner following; (that is to say), that he the said J. S., and the within-named W. S., deceased, or either of them, have not, nor hath or have done, committed,

or willingly suffered any act, matter, or thing whatsoever, whereby or by means whereof the said castles, manors, towns, messuages, lands, tenements, hereditaments, and premises mentioned or intended to be hereby released, or any of them, or any part thereof, are, is, can, shall, or may be impeached, affected, charged, or incumbered in title, charge, estate, or otherwise howsoever. AND the said J. S., for himself, his heirs, ex-
 ecutors, and administrators, and the said H. R., for himself, and the said E. his wife, and their several and respective heirs, executors, and administrators, each of them covenanting separately and apart for himself, his heirs, executors, and administrators' acts and deeds only, and not for the heirs, executors, or administrators' acts and deeds of the other of them. AND the said H. R. covenanting separately and apart from the said E. his wife, her executors and administrators, and her and their acts and deeds, do and each and every of them doth, covenant, promise, and agree to and with the said Sir G. S. and N. O., and their heirs, by these presents, that they the said J. S., H. R., and E. his wife, and each and every of them, and the several and respective heirs, executors, and administrators of them, and each and every of them, and all and every other person and persons whatsoever having or lawfully claiming any estate, right, title, or interest whatsoever, either at law or in equity, of, in, to, or out of the said castles, manors, or lordships, towns, messuages, lands, tenements, hereditaments, and premises mentioned, or intended to be hereby released, or any of them, or any part and parcel thereof, from, by, or under, or in trust for them, or any of them, or the said General W. S., or by or with his, their, or any of their acts, means, privity, consent, default, or procurement, shall and will, from time to time, and at all times hereafter, upon the reasonable request of the said J., Lord Baron of K., his heirs and assigns, or of the said Sir G. S. and N. O., their heirs or assigns, but at the proper costs and charges of the said J., Lord Baron of K., his executors or administrators, make, do, acknowledge, levy, suffer, and execute, or cause and procure to be made, done, acknowledged, levied, suffered, and executed, all and every such further and other lawful and reasonable act and acts, deed and deeds, devices, conveyances, and assurances in the law whatsoever, for the further, better, more perfectly and absolutely conveying and assuring unto, and to the use of the said Sir G. S. and N. O., their heirs and assigns, all and singular the said castles, manors, towns, messuages, lands, tenements, hereditaments, and premises mentioned or intended to be hereby released, and

Several co-
 venants for
 further as-
 surance

every part and parcel thereof, with their, and every of their rights, members, and appurtenances, as by the said J., Lord Baron of K., his heirs or assigns, Sir G. S. and N. O. or either of them, or the heirs or assigns of them, or either of them, or his, their, or any or either of their counsel, shall be reasonably devised or advised, and required, so as the party or parties who shall be required to make or execute such further assurance or assurances, be not compelled or compellable for the doing thereof, to go or travel from his, her, or their usual place or places of abode, and so as no such further or other assurance or assurances do contain, or imply, any further or other covenant or covenants, or warranty, than against the person or persons, who shall be required to make or execute the same, his, her, or their executors or administrators' acts and deeds only. IN WITNESS, &c.

Assignment of personal Estate, IN TRUST, for the Benefit of Creditors.

THIS INDENTURE, made, &c., the day of
in the year of our Lord 1825, between B. R. of,
&c., of the first part; J. M. of, &c., and R. M. of
the same place, (two of the creditors of the said
B. R.,) of the second part; and the several other
persons whose names are hereunto subscribed, and
seals set and affixed, also creditors of the said
B. R., of the third part.

Recital of
being i
debted

WHEREAS, the said B. R. now is, and stands indebted to the several persons whose names are hereunto subscribed and seals affixed, in the several sums of money set opposite to their respective names in the schedule hereunder written; AND the said B. R., by reason of divers losses and other unforeseen occurrences, having become incapable to satisfy and pay to his said creditors the full amounts of their several debts and demands against him, hath applied to, and requested them to accept and take an assignment of all his the said B. R.'s personal estate, of what nature or kind soever the same may consist of, in full satisfaction and discharge of each and every of their said respective debts and demands, due to each of them from him the said B. R., at the time of executing these presents, which they the said several creditors have consented and agreed to do, upon having the same conveyed to the said J. M. and R. M., their executors, administrators, and assigns, in manner, upon the trusts, and to and for the several intents and purposes hereinafter-mentioned, expressed, and declared of and concerning the same. NOW THIS INDENTURE

WITNESSETH, that in pursuance of the said agreement, Operative
and in consideration of the sum of five shillings, of, &c., part.
to him the said B. R., in hand well and truly paid by
the said J. M. and R. M., at or before the sealing and
delivery hereof, the receipt whereof is hereby acknow-
ledged, as also for other the considerations hereinafter-
mentioned, he the said B. R., by and with the consent,
direction, and approbation of his said several creditors,
(parties hereto), testified by their respectively signing
and sealing these presents, hath granted, bargained, Grant and
sold, assigned, transferred, and set over, and by these assignment.
presents (with the like consent, direction, and appro-
bation, and testified as aforesaid), doth grant, bargain,
sell, assign, transfer, and set over, unto the said J. M.
and R. M., their executors, administrators, and assigns,
all the goods, chattels, estate, and effects whatsoever Goods.
and wheresoever; and also all the book debts, sum Book debts
and sums of money, of and belonging, or due and owing
to him the said B. R., at the time of executing these
presents; and also all the right, title, interest, benefit,
advantage, claim, and demand whatsoever, of him the
said B. R., of, in, to, or out of the same, and every or
any part or parts respectively, To HAVE AND TO HOLD, Habendum
receive, peaceably take and enjoy all and singular the
premises hereinbefore-mentioned, and intended to be
hereby granted, bargained, sold, assigned, transferred,
and set over, and every part and parcel thereof, with
their and every of their appurtenances, unto the said
J. M. and R. M., and the survivor of them, and the
executors, administrators, and assigns of such survivor,
to, for, and upon the several trusts, intents, and pur-
poses hereinafter mentioned, expressed, and declared of
and concerning the same, (that is to say), UPON TRUST To sell by
that they the said J. M. and R. M. or the survivor of auction,
them, or the executors, administrators, and assigns, of
such survivor, do and shall, as soon after as conven-
iently may be, by one or more sale or sales, either by
public auction or private contract, absolutely sell and
dispose of all and singular the said goods, chattels,
personal estate, and effects whatsoever, hereby bar-
gained, sold, assigned, transferred, and set over, or for most
mentioned and intended so to be, for the best price or money that
prices in money that can or may be reasonably had or can be ob-
gotten for the same: and also collect, get in, and re- tained.
ceive, all and every of the book debts, sum and sums
of money, and securities for money, hereby also as-
signed or mentioned, and intended so to be, and every
part and parts thereof. AND from and after such sale
or sales, that they the said J. M. and R. M., or the
survivor of them, or the executors, administrators, or

The trusts,
first to pay
expences,
&c.

Residue
among
creditors.

Covenant
for trustees
to enter the
premises,

assigns of such survivor, do and shall pay, apply, and dispose of, as well all and every the monies which shall arise by such sale or sales as hereinbefore directed, as also of all and every the book debts, sum and sums of money hereby assigned, when and as the same shall be got in, and read, in manner following; (that is to say), UPON TRUST, in the first place, for them the said J. M. and R. M., or the survivor of them, to deduct thereout all and every the costs, charges, and expences which they, or any or either of them shall or may pay, sustain, or be put unto, in or about the preparing and executing these presents, or be in any manner liable to pay, sustain, or be put unto, in or about the execution and performance of all and every or any of the trusts and directions thereby in them vested or reposed, or in any manner in or about the managing and settling the affairs of the said B. R., in or about the recovering and receiving all and every the premises hereby granted, bargained, sold, assigned, and set over, or mentioned or intended so to be, or any part or parts thereof, and from and after such deduction thereout as aforesaid, and subject thereto, UPON TRUST, in the next place, for them the said J. M., and R. M., or the survivor of them, or the executors, administrators, or assigns of such survivor, to apply, pay, distribute, and divide the rest, residue, and remainder of the said trust monies, and premises, unto, between, and amongst themselves, and all and every of the creditors of the said B. R., who shall execute these presents by an equal pound rate upon the amounts of each of their several and respective debts and demands, now due to them from the said B. R. as aforesaid, (1) and to, for, and upon no other trust, intent, or purpose whatsoever. And the said B. R. doth hereby for himself, his executors and administrators, covenant, promise, and agree to and with the said J. M. and R. M., their executors, administrators, and assigns, that it shall and may be lawful to, and for them the said J. M. and R. M., and the survivor of them, or the executors, administrators, or assigns, of such survivor, at any time or times hereafter, peaceably and quietly to enter into the warehouses, cellars, and out-houses, or any other place or places belonging to the said B. R., or where any of his stock in trade and effects may be kept and deposited, and to take an account of the same, and every part and parts thereof.

(1) Here may be added, "and in case it shall happen that there shall remain any surplus of the said trust monies and premises hereinbefore mentioned, after such payment of costs and distribution as aforesaid, then, UPON TRUST, to pay the same to the said B. R., his executors, administrators, and assigns."

AND also to have, hold, possess, and enjoy all and singular the effects and premises hereby granted, bargained, sold, assigned, and set over; and to sell and dispose thereof, and to apply the monies arising therefrom in discharge of the trusts hereinbefore mentioned, expressed, and declared, the same without the hindrance, disturbance, or denial of the said B. R., his executors, or administrators, or any other person or persons whomsoever, lawfully or equitably claiming, or to claim, by, from, or under him, them, or any of them. AND the said B. R., for the considerations aforesaid, and by and with the like privity, consent, direction and appointment of the several creditors, (testified as aforesaid), hath made, ordained, constituted, and appointed; and by these presents DOTH make, ordain, constitute, and appoint the said J. M. and R. M., and the survivor of them, or the executors, administrators, or assigns of such survivor, his true and lawful attornies or attorney, irrevocably, in their or his names or name, or in the name of the said B. R., as shall be thought most proper and convenient, but for the trusts and purposes hereinbefore specified; to ask, demand, sue for, levy, recover, and receive, of and from all and every person or persons, who ought to pay and deliver up the same, all and every the premises, debts, sum and sums of money, effects, hereby granted, bargained, sold, assigned, and set over, or mentioned, and intended so to be. AND IN CASE of non-payment or non-delivery thereof, or of any part thereof, to commence or bring one or more action or actions, or to commence or carry on, answer and defend, any suit or suits, in law or in equity, for recovery thereof; or submit any difference to arbitration concerning the same. And upon receipt thereof, or of any part thereof, to give sufficient releases and discharges for the same; and to constitute or appoint one or more attorney or attornies, to substitute one or more person or persons under them, and generally to act and do for, in, and about the premises, fully, as amply, and effectually, to all intents and purposes, as he the said B. R., might, or could effectually do, if these presents had not been made. He the said B. R. hereby ratifying and confirming all, and whatsoever they the said J. M. and R. M., or the survivor of them, or the executors, administrators, or assigns of such survivor shall lawfully do, or cause to be done, in and about the premises, by virtue of these presents. AND THIS INDENTURE WITNESSETH, that all and every the said several creditors executing these presents, for the considerations hereinbefore mentioned, and also for divers other good causes and considerations, each of them hereunto moving, have severally and re-

and to possess the effects assigned.

Power of attorney.

Release from creditors.

Proviso to
indemnify
trustees.

spectively, and each of them, as well for himself, his respective executors, and administrators, and his respective partner and partners, doth remise, release, and for ever quit claim, unto the said B. R., his executors, and administrators, all, and all manner of actions, suits, bills, bonds, writings, obligatory debts, accounts, sum and sums of money, judgments, extents, exonerations, claims, and demands whatsoever, both at law and in equity, or otherwise howsoever, which against the said B. R., they, or any, or either of them, or either or any of their executors, or administrators, now have or hath, or hereafter shall or may have, challenge, claim, or demand, for, or by reason, or means, of all and every of the debts to them respectively due and owing from the said B. R., or of any other cause, matter, or thing whatsoever, from the beginning of the world to the day next before the day of the date of these presents: PROVIDED NEVERTHELESS, and it is hereby agreed and declared, by and between the said parties to these presents, that the said J. M. and R. M., or the survivor of them, or the executors, administrators, or assigns of such survivor, shall not be answerable or accountable for any more money than they, or either of them, shall respectively receive, on account of the trusts hereby in them reposed; nor be answerable, or responsible, for the insolvency of any banker, or other person, in whose hands all, or any of the said trust money may be deposited for safe custody, nor for the acts, receipts, neglects, or defaults, of each other, but each of them for his own acts, receipts, neglects, or defaults only. And that no creditor or creditors of the said B. R., shall be entitled to any benefit or provision made or intended to be made, for him or them hereby, who shall not sign, seal, and deliver these presents, within the space of from the date hereof. And the said J. M. and R. M., do hereby for themselves, severally, and respectively, and for their several and respective executors and administrators, covenant, promise, and agree, to, and with, each and every of them, the said several creditors of the said B. R., executing these presents, and their respective executors and administrators, that they the said J. M. and R. M., or the survivor of them, or the executors, administrators, or assigns of such survivor, shall and will, from time to time, and at all times hereafter, when, and as often as any monies shall come to their respective hands, and be received by them, or either of them, by virtue of the assignment hereby made to them of the said several premises, as aforesaid, after such deduction thereout as hereinbefore mentioned, well and truly share, divide, and pay the same, to, between, and amongst themselves, and all

other the creditors of the said B. R. executing these presents, in equal shares and proportions, according to the amount of their respective debts, as the same are set opposite to their respective names, in the schedule hereof, hereunder written, and according to the trusts aforesaid, and the true intent and meaning of these presents. IN WITNESS, &c.

ATTESTATIONS.

ATTESTATION of a deed, is a memorandum by the witnesses who saw the same sealed and delivered, and who are to endorse or underwrite their names thereon. A deed sealed and delivered, it is said, may be good without signing, for the seal is the essential part of a deed, but it is usual to have deeds signed, and there must be witnesses to the sealing and delivery. 1 Inst. 7, 10 Rep. 93.

The signing is of great use, for the subscribing witnesses to the deed may be dead, when proving their death, and the handwriting of the party executing the deed, will be sufficient to establish the same. 3 Inst. 169, 5 Rep. 23.

In the execution of powers of appointment, &c., where the deed or instrument exercising the power, is required to be signed as well as sealed and delivered, care should be taken to insert the word "signed" in the attestation, to shew that the direction for the execution of such power, has been strictly pursued, and such number of witnesses, as are thereby required, must sign such attestation.

If the deed be without delivery by the party himself, or his attorney, lawfully authorised, to the party to whom made, or some other to his use, it is no deed. 1. Inst. 35, 2. Rep. 5.

By the statute of frauds and perjuries, 29 Car. II., c. 3, s. 5, all devises and bequests of any lands or tenements devisable by the statute of wills, or by any particular custom, are required to be signed by the party devising the same, or some other person in his presence, and by his express directions, and shall be attested and subscribed in the presence of the said devisor, by three or four credible witnesses, or else they shall be utterly void and of none effect.

Common Attestation of a Bond, or Deed.

SIGNED, sealed, and delivered, by the within-named
A. B. and C. D., (being first duly stamped) in the
presence of

C. D. of, &c.

E. F. of, &c.

Attestation of the Execution of a Deed by a Person deaf and dumb.

THE within-written indenture was signed, sealed, and delivered, by the within-named A. B., (who being deaf and dumb, but capable of reading the same, was first read over by him, and he seemed perfectly to understand the same, and being first duly stamped) in the presence of

C. D. of, &c.

E. F. of, &c.

Attestation of the Execution of a Deed by an illiterate Person.

THE within-written indenture (or deed poll), was signed, sealed, and delivered, by the within named A. B., (being first duly stamped, and the same being first read over and explained to him) in the presence of

C. D. of, &c.

E. F. of, &c.

Attestation of the Execution of a Deed by a Person blind.

THE within-written indenture was signed, sealed, and delivered, by the within-named A. B., the parchment (or paper), having been first duly stamped) and he being blind, the same indenture was carefully and audibly read over to him in the presence of

C. D. of, &c.

E. F. of, &c.

Attestation of the Execution of a Deed, as the Attorney (1).

SIGNED, sealed, and delivered by the within named A. B., as attorney of the within-named C. D., (being first duly stamped,) in the presence of

E. F. of, &c.

G. H. of, &c.

(1) The mode of delivery is, to take the deed and say, "I deliver this as the act and deed of the within-named C. D."

Attestation and Testimonium of a Deed, executed under a Power of Attorney, from two.

SIGNED, sealed, and delivered by the within-named A. B., as the attorney of the within-named C. D. and

E. F. ; for, and in the names, and as the act and deed of the said C. D. and E. F., (being first duly stamped,) in the presence of

G. H. of, &c.

I. L. of, &c.

The Testimonium.

IN WITNESS whereof M. N. of, &c., hath by virtue of a deed-poll, or letter of attorney, under the hands and seals of the said C. D. and E. F., bearing date the day of 1825, and hereunto annexed (1), put the hands and seals of the said C. D. and E. F., the day and year first above-written.

C. D., (seal) by M. N., his attorney.

E. F., (seal) by M. N., his attorney.

(1) If the letter of attorney concern other property, a true copy of the same should be annexed.

Attestation of a Deed where there happens to be Erasures, or Interlineations.

SIGNED, sealed, and delivered by the within-named A. B., the words [*here copy the words*] having been previously interlined *in the fourth and fifth lines of the first skin, (or written over obliterations),* between [*mentioning the lines and skin*], or obliterated [*mentioning the lines and skin*]. Or the word *Henry* having been previously interlined between the words *Richard Cole*, and the name *James Harries*, written on an erasure or erasures in the fifth line of the second skin thereof, (being first duly stamped), in the presence of

Attestation of a Deed executed by one of the Parties, in his own Right, and as the Act of another of the Parties, by virtue of a Power.

SIGNED, sealed, and delivered, (being first duly stamped), *by the above-named, (or within-written A. B.),* with his own name, and as his own act and deed; and afterwards as the attorney, and with the name, and as the act and deed of the within-named C. D., by virtue of the authority given to him the said A. B. for that purpose, by the indenture of assignment from the said C. D. to him the said A. B., and which is recited in this instrument, in the presence of

Attestation of a Will.

SIGNED, sealed, published, and declared by the said testator, as and for his last will and testament, in the presence of us; who in his presence, at his request, and in the presence of each other, have hereunto subscribed our names to each sheet, as witnesses thereto. [*And if there are two parts, say*], as we have also done to each sheet of another part of such will, at the same time.

Testimonium of a Will.

IN TESTIMONY [*or in witness*] whereof, I the said A. B., the testator, have to (*two parts of*) this my last will and testament, [*each part*] (*or this part*) contained in sheets of paper, set my hand and seal; namely to the first sheets my hand, and to the and last sheet [*of each part*] (*or this part*) my hand and seal, the day of in the year of our Lord 1825.

A W A R D S.

AN Award is the judgment and arbitration of one or more persons, at the request of two parties who are at variance, for ending the matter in dispute, without public authority; and may be called an award because it is imposed on both parties, to be observed by them. *Dictum quod ad custodiendum seu observandum partibus imponitur.*—*Spelman.*

The submission to an award may be by bond, covenant, or by an assumpsit or promise; or without all this, by a bare agreement to refer the matter to such a person or persons. 10 Rep. 13. Dyer 270. Watson on Arbitration and Awards, ch. 1.

By the statute, 9 and 10 W. III., c. 13., submissions to awards by agreement of the parties, may be made a rule of court; and the parties finally concluded by such arbitrament; and in case of disobedience, the party refusing, to be subject to the penalties of contemning a rule of court, &c., unless it appears on oath, that such award was procured by corruption, or other undue means; when it shall be set aside, so as complaint thereof be made to the court before the last day of the next term after made and published.

The limitation under this statute to the second term, is confined merely to such objections as affect the conduct of the arbitrators. But objections which arise on

the face of the award itself, may be made at any time. 2 Burr. 701, Barnes 56, 57.

Where the submission limits no time for making the award, it shall be understood to be within convenient time; and if in such a case the party request the arbitrators to make an award, and they do not, a revocation afterwards will be no breach of the submission. 3 Keble 745.

An award can only be binding and effectual amongst those who are parties; therefore if a man submit for himself and partner, all matters in difference between the partnership and another, the partner submitting shall be bound to perform the award, but the other shall not, because he is a stranger to the award. 2 Mod. 228.

An award must be made of no other thing than what is contained in the submission, or it will be void. Plowd. 396.

As an award is in the nature of a judgment, it ought to be wholly decisive; for if it doth not determine the matter, it becomes a new controversy.

An award made only on one side, without any thing on the other, is void in law.

The party refusing to perform the award, and the submission being made a rule of court, an attachment will be granted against the party refusing to perform the award, as for a contempt of that court of which the submission is a rule. 1 Bac. Ab. Tit. Arb.

The course of proceeding in order to obtain an attachment is this, the award must be tendered to the party against whom it is intended to move, and if he refuse to accept it, an affidavit of the due execution of the award, and of such tender and refusal, must be made; and on that, an application to the court to make the order of *Nisi Prius* a rule of court; a copy of this rule must then be served on the party refusing to accept the award; if he still refuse to accept it, an affidavit must be made of personal service of the rule, and of the disobedience to it; and then upon application grounded upon that affidavit, an attachment will be entered.—*Kyd*, 216. *Watson*, 191.

Award in pursuance of an Order of Reference of the court of Common Pleas, relative to work done by the Plaintiff for Defendant (1).

TO ALL TO WHOM THESE PRESENTS SHALL COME,
I, L. I., of, &c., send greeting:

Recital of a
cause,

in which a
juror was
withdrawn
and the
matter re-
ferred to
the arbitra-
tion of L. I.

WHEREAS, at a sitting of Nisi Prius, after Easter term, held at *Guildhall*, in and for the city of *London*, and county of the same, on Wednesday the day of and by adjournment on of the same in the year of our Lord before the Right Hon. Lord Chief Justice of his Majesty's court of Common Pleas, at *Westminster*, it was ordered by the said court, in an action then and there depending between I. G. plaintiff, and I. D. defendant, by and with the consent of all parties, their counsel and attornies, that a juror should be withdrawn in the said action; and by the like consent it was ordered, that all matters in difference between the parties, should be, and the same were thereby referred to the award, order, arbitration, and final determination of L. I., &c. (meaning the herein-before named L. I.) and in default of his acceptance of the said reference, then unto such person as the said L. I. should, by writing under his hand, nominate and appoint, so as such arbitrator did and should make, and duly publish his award in writing, of and concerning the matters referred, ready to be delivered to the said parties, or to either of them requiring the same, on or before the day of term next ensuing the day of the date of the now reciting order; and by the like consent it was ordered, that the said arbitrator should take an account of the work done by the plaintiff for the defendant, prior to the month of allowing for such work the prices paid to *London* workmen, and since at the prices contained in two memorandums of agreement, the one dated the day of and the other the day of between the defendant and I. R. and I. W.; and also take an account of the sums paid from time to time by the said defendant to the plaintiff; and should direct the payment of such balance as he should find to be due

(1) By statute 9 and 10, W. III. c. 15., submissions to awards by agreement of the parties, may be made a rule of any of his Majesty's courts of record; and on a rule of court thereupon, the parties shall be finally concluded by such arbitration; and in case of non-performance, the parties are liable to a contempt of court; but this statute only extends to personal matters. Attachment will lie for non-performance of an award made a rule of court, after personal demand of performance.

to such of the parties in whose favor he should make his award by the others of them, together with the costs of the said suit and reference, or either of them as he shall think fit; such costs to be taxed by one of the prothonotaries of his Majesty's court of Common Pleas; and by the like consent it was likewise ordered, that each party should deliver in an account in writing, respecting the matters referred to the said arbitrators, on or before the first day of the then next term; AND that the said arbitrator should and might be at liberty to examine the said parties to the said suit, upon oath, and for that purpose the said parties, and also the witnesses who should be examined before the said arbitrator, to give evidence, touching the matters referred, should and might be sworn before the Right Hon. the Lord Chief Justice, or some other judge of his Majesty's court of Common Pleas, and that each party should produce before the arbitrator all books, vouchers, papers, and writings in their, or either of their custody or power, relating to the matters in difference. AND it was further ordered, that the said parties should, on their respective parts, in all things stand to, obey, abide, perform, fulfil, and keep the award, order, arbitration, and final determination of the said arbitrator, so to be made and published as aforesaid; and that neither of the said parties should bring or prosecute any suit or suits, in any court of equity against the arbitrator, for or on account of such his award, order, and final determination, so to be made and published as aforesaid. AND LASTLY, it was ordered, that either of the said parties might be at liberty to move his Majesty's Court of C. P., that the said now reciting order might be made a rule of the said court, if the said court should so please. AND WHEREAS the time for making and publishing the said arbitrator's award, in pursuance of the said recited order, hath, by several rules of the said court of C. P. made from time to time, by and with the consent of the said parties, been, and the same now stands enlarged until the day of this present term. NOW KNOW YE, that I, the said L. I., having accepted and taken upon me the said reference, and each of the said parties having delivered to me an account in writing, respecting the matters referred to me as aforesaid, within the time appointed in and by the said order for that purpose, and having been attended by the agent of the defendant I. C. on his behalf, and by the said plaintiff I. D., on behalf of himself, and having heard what hath been alleged by and on the behalf of the said parties, and examined such witnesses on oath, as I thought necessary and proper to give evidence touching and concerning the matters

Power given to the arbitrator to examine upon oath.

The order to be made a rule of court.

AWARDS.

referred to me as aforesaid, and each party having produced before me such books, vouchers, papers, and writings relating to the matters in difference, as were necessary to enable me fully to investigate the same; AND I having also taken an account of the work done by the said plaintiff for the said defendant, prior to the said month of allowing for such work the prices paid to *London* workmen, and since at the prices contained in the hereinbefore mentioned two memorandums of agreement, the one dated the day of and the other the day of between the said defendant and the said I. R. and I. W.; AND I also having taken an account of the sums paid from time to time by the defendant to the said plaintiff, and duly weighed and considered all matters and things referred to me in and by the said recited order, do find that there remains a balance due from the said defendant I. C. to the said plaintiff I. D. of £.; and do hereby award, order, and direct the payment of such balance to the plaintiff by the said defendant, together with the plaintiff's costs of the said suit, to be taxed by one of the prothonotaries of his Majesty's Court of C. P. AND I do hereby further award, order, and direct, that the costs of the said reference, to be taxed as aforesaid, shall be paid by the said plaintiff and defendant in equal portions, such payment to be made on the day of between the hours of, &c. at the house of, &c. IN WITNESS, &c.

Award.

Award by an Umpire.

TO ALL, &c., I, J. P., the younger, of *Gray's Inn*, in the county of *Middlesex*, gent., send greeting:

WHEREAS, P. Q., of, &c. of the one part, and A. B. and C. D., of, &c. and copartners on the other part, have mutually entered into and reciprocally executed bonds or obligations to each other, bearing date, &c., in the penal sum of £., conditioned that the said parties should in all things well and truly stand to, abide, observe, perform, fulfil, and keep the award, order, final end and determination of R. S., of, &c., and B. W., of, &c., arbitrators indifferently chosen by the said parties, of and concerning all and all manner of action and actions, cause and causes of action, suits, bills, bonds, specialties, covenants, contracts, promises, accounts, reckonings, sums of money, judgments, executions, extents, quarrels, controversies, trespasses, damages, and demands whatsoever, both in law and equity, committed or depending by or between the said parties, so as the said award of the said arbitrators should be made on or

before the day of . But if the said arbitrators should not make such their award of and concerning the said differences and disputes by the time aforesaid, then, if the said parties, should in all things well and truly stand to, abide, observe, perform, fulfil, and keep the award, order, arbitrament, umpirage, final end, and determination of such person as should hereafter be chosen by the said arbitrators, between the said parties, of and concerning the said differences, so as the said umpire shall make his award or umpirage of or concerning the same, on or before the day of . AND WHEREAS the said R. S. and B. W. met upon the said arbitration, and did not make their award between the said parties by the time limited in and by the conditions of the said bonds, and in pursuance of the said bonds, have chosen and appointed me as umpire to settle and determine the matters in difference between the said parties. NOW KNOW YE, that I the said I. P., the umpire named and chosen as aforesaid, having taken upon me the burthen of the said arbitration, and having heard and examined, as well the said parties as their respective attornies or solicitors, and their respective witnesses' proofs, and allegations on both sides, of and concerning the said disputes and differences between them, and fully considered the same, and the matters to me referred, do make this my award and umpirage in manner following ; (that is to say,) I do award and order that the said P. Q., his executors or administrators, do and shall, on the day of between the hours of ten and twelve of the clock in the forenoon, at the house known, &c., pay, or cause to be paid unto the said A. B. and C. D. the sum of £. in full for their damages and costs in a certain action lately commenced by them against the said P. Q., and also for the costs of, and occasioned by the said reference ; AND upon payment of the said sum of £. I do award and direct that the said parties shall duly execute and deliver to each other mutual releases in writing, of all and every action and actions, cause and causes of action, damages, claims, and demands whatsoever, subsisting or depending, on or before the said day of last(1). IN WITNESS, &c.

Sealed and delivered, }
in the presence of }

(1) The date of the submission.

*Nomination of an Umpire by Arbitrators appointed
by an Order of the Court of Chancery.*

TO ALL, &c., I. C. and T. S., of, &c., send greeting :

WHEREAS, by an order of the Lord High Chancellor, bearing date the day of in a cause then depending in the High Court of Chancery, wherein F. G., I. W., and C. D. were complainants, and I. B., G. W., and R. N. were defendants, it was then ordered by the said Lord High Chancellor in Court, as between the plaintiffs and defendants, B. and W., that all matters in difference between the said parties in this cause should be referred to the award and determination of us, the said I. C. of *Gray's Inn*, esq., and T. S., of the *Middle Temple*, Esq., and that we should make our award therein on or before the first day of Trinity term then next; and in case we should not agree in opinion, that we should name an umpire, who should make an umpirage on or before the first day of Michaelmas term then next. AND WHEREAS, we, the said I. C. and T. S. have considered of the said matters in difference, and have heard what each party had to offer and allege on his behalf, but do not agree in opinion in relation to the said matters in difference, so as to be able to make an award between the said parties. Now KNOW YE, that in pursuance of the power and direction aforesaid, in respect to the naming of an umpire in the said matters, we the said I. C. and T. S. have elected, nominated, and appointed, and do hereby, &c. R. H. of *Lincoln's Inn*, esq., one of the masters of the High Court of Chancery, to be umpire between the said parties, in relation to the matters in difference between the said parties in the cause aforesaid.

IN WITNESS whereof we, the said I. C. and T. S., have hereunto set our hands and seals the day of
&c.

BARGAIN AND SALE ENROLLED.

A BARGAIN and Sale of lands, is a contract in consideration of money passing an estate in lands, tenements, and hereditaments, by deed indented and enrolled. 2 Inst. 672.

Anciently, if a man, in consideration of a sum of money paid to him, bargained and sold his land to another person and his heirs, the deed thereof not being executed with livery of seizin, or for such consideration covenanted to stand seized of his land to the use of ano-

ther person and his heirs; but the use thereof would have belonged to the bargainee or covenantee and his heirs.

This mode of conveying land by bargain and sale is created and established by 27th Hen. VIII. c. 10, which executes all uses raised: but this introduced a more secret mode of conveyance than that known to the policy of the common law, namely, the conveyance by feoffment with livery and seizen; so that after making of the said statute, (which enacts that "where any person is seised of or in any lands, to the use, confidence, or trust of any other person or body politic, by reason of any bargain, sale, feoffment, or the like, such persons that have any such use, shall be deemed in lawful seizen estate and possession thereof to all intents and purposes of or in such like estates as they have in the use; and the estate, right, and possession of him so seized to any use shall be deemed and adjudged in him or them which have the use after such quality, manner, &c. as they had before in or to the use,") a deed or covenant in consideration of money, with the statute operating thereon, became an easy conveyance of a man's estate without the ceremony of livery of seizen. Therefore, as this conveyance was productive of many inconveniences, by another statute of 27 Hen. VIII. c. 16, it was enacted that no lands of inheritance or freehold should pass from one man to another by reason only of any bargain and sale, except the same be made by writing indented, sealed, and inrolled as therein is directed, within six months after the date of the indenture. And in 6 Eliz. another statute was made for inrolment within the counties palatine; and at this day a bargain and sale so inrolled is a good conveyance; for the common law raises the use in consideration of money, and the statute *de usibus* executes the possession to the use, provided the deed be inrolled within the said time.

This kind of conveyance is very proper when a man purchaseth a manor wherein there are several rents, services, and particular estates for life and years, and in all cases where a man purchaseth reversions, or any estate wherein there are reversions, because in this case the land passeth by way of use, and the statute executes the possession to the use; so that the bargainee can distrain for rents or services, or can maintain an action for waste; and if any of the under-leases of the estate have condition in them of re-entry for non-payment of rent, or any other conditions, the bargainee (having given notice to the tenants) can take advantage of the breach

BARGAIN AND SALE ENROLLED.

thereof, although the tenants did not attorn to him ; and many times purchasers, though they have other assurances made to them, will have a short bargain and sale inrolled to them of the same land, for the cause aforesaid, and to preserve their title of record in case their deeds should be burnt or destroyed.

But remember, first, that because the estate of the bargainee rises immediately by way of use out of the estate of the bargainor (in consideration of. money) ; therefore a bargain and sale to B. and his heirs, cannot be made to the use of C. and his heirs, in regard (as hath been said) a use cannot arise out of a use, though a trust may.

And secondly, That a bargain and sale is not strong enough to divest remainders and reversions, so as to put them to mere rights ; for if A. being tenant in tail, with remainders over, doth alien the land by bargain and sale, the bargainee hath an estate descendible to his heirs for the life of A. only, and an action of waste lies against the bargainee, and his wife shall be endowed, so as her dower shall end on the death of tenant in tail, but the estate-tail itself, or the remainders over, are not discontinued or put in a capacity to be barred by warranty, as shall be shewed in the next paragraph, or by a fine and non-claim, as hath been shewn already. And by some acts of parliament this conveyance is pointed out for the commissioners of a bankrupt to convey his estates, to purchasers,

Bargain and Sale enrolled. (1)

THIS INDENTURE, made, &c., between A. B. of the one part, and C. D. of the other part,

WITNESSETH, that for and in consideration of the sum of *l.*(2) of lawful, &c., to the said A. B. in hand well and truly paid at or before the sealing and delivery of these presents in full for the absolute pur-

(1) It is sometimes thought necessary to insert the covenant to levy a fine as well in the bargain and sale inrolled as in the release, but there is no necessity for any other covenants, as the words *grant, bargain, and sell* imply that the bargainor is seised in fee that the premises are free from incumbrances, rents, and services due to the lord of the fee only excepted ; therefore, in case of trustees joining in such bargain and sale, it is right to insert some words to restrain these operative ones as to them. 6 Ann. c. 35. s. 30.

(2) There must be a *valuable* consideration to make a deed operate as a bargain and sale. If a person " bargain and sell " in consideration of *blood, of affection, or the like*, it can only operate as a covenant to stand seised. When it is intended therefore that it should operate as a *bargain and sale*, care should be taken to express a *valuable* consideration, though it be only ten or five shillings.

chase of the inheritance in fee simple of and in the mesuages, &c., hereinafter mentioned to be hereby bargained and sold, (the receipt whereof he the said A. B. doth hereby acknowledge,) he the said A. B. hath granted, bargained, and sold, and by these presents, doth grant, bargain, and sell unto the said C. D., his heirs and assigns. ALL, &c., and all houses, &c., and the reversion, &c. To HAVE AND TO HOLD the said, &c., and all and singular other the premises hereby bargained and sold or mentioned or intended so to be, with their and every of their rights, members, and appurtenances, unto the said C. D., his heirs and assigns, to the only proper use (1) of him, the said C. D., his heirs and assigns for ever. (2) IN WITNESS, &c.

(1) The use cannot be limited on a bargain and sale to any but the bargainee, as the effect of the bargain and sale is only to raise an use, and an use cannot be limited to an use. The estate of the bargainee when executed, may be made subject to trusts, as where commissioners of bankrupt bargain and sell to the assignees in trust for the creditors and the like; but if it be intended that an use should be executed as to any other person than the vendee, some other mode of conveyance should be adopted.

(2) The bargain and sale enrolled is a most advisable and effectual mode of conveyance, and the stat. 27 H. 8. c. 16. confining the enrolment thereof (*which is the perfection of the deed*) only to an estate of freehold, and not extending it to bargains and sales of terms of years, was the occasion of the invention of the conveyance by lease and release. It must be by deed indented, which is required to be enrolled in one of the courts of record at Westminster, or within the county where the lands lie, before the *custos rotulorum* and two justices of the peace and the clerk of the peace of the county, or two of them (whereof the clerk of the peace to be one,) and the enrolment must be made within six months after the date of the deed. This is reckoned at twenty-eight days to the month, and the day of the date is taken *exclusively*. By sect. 2. of the act, it is not to extend to lands within any city, borough or town corporate wherein the mayors, recorders, or other officers, have authority to enrol deeds, which enrolments before them are by 34 and 35 H. 8. c. 22. declared to be of like force as they were before the making the stat. of 27 H. 8. And by stat. 5 Eliz. c. 26. bargains and sales may be enrolled in the counties palatine of Lancaster, Chester, and the bishopric of Durham, of manors, &c. within such counties and bishopric respectively. And by 5 Ann. c. 18. bargains and sales of lands within the West Riding of the county of York may be enrolled before the register or deputy register of the said West Riding, at the public office at Wakefield. And further, by 6 Ann. c. 35. s. 16. the like provision is made for enrolling deeds at Beverley for the East Riding of the county of York or the town and county of Kingston upon Hull. There is likewise in the act of 33 G. 2. c. 20. s. 10. for widening certain streets in London, a proviso that bargains and sales enrolled in the hustings of the city, for the purposes therein-mentioned, shall have the same effect as fines or recoveries. And by 10 Ann;c 18. s. 3. a copy of the enrolment of bargains and sales examined with the enrolment, and signed by the proper officers, and proved upon oath to be a true copy of such enrolment, shall be of the same effect as if the bargain and sale was produced.

And likewise this conveyance by bargain and sale enrolled is directed by the stat. of 13 Eliz. c. 7. and 21, Jac. c. 19. the first

To make a Tenant to the Precipe, in order to the suffering of a common Recovery. (1)

THIS INDENTURE, tripartite, made, &c., between, &c.

WITNESSETH, that the said I. A., and M. his wife, and G. A., for the barring of all estates tail and remainders over, of, and in the messuages, lands, tenements, and hereditaments hereinafter mentioned, and for and in consideration of five shillings of lawful, &c., in hand, paid by the said I. H., at or before, &c., the receipt, &c., and for divers other good causes and considerations, thém, the said I. A., and M., his wife, and G. A., thereunto moving. Have bargained and sold, and by these presents do, &c., unto the said I. H., his heirs and assigns. All that messuage or tenement, &c.

Habendum. TO HAVE AND TO HOLD the said messuages, buildings, lands, tenements, hereditaments, and all and singular other the premises with their and every of their appurtenances, unto the said I. H., his heirs and assigns, to the use and behoof of him, the said I. H., his heirs and assigns for ever, to the intent and purpose nevertheless, that the said I. H. may be perfect tenant of the freehold and inheritance of all and singular the aforesaid premises with the appurtenances, against whom a common recovery of the said messuages, lands, &c. may be had, suffered, and perfected, as of *Michaelmas term next ensuing* the day of the date of these presents, in which said common recovery it is hereby agreed that the said E. H. shall be demandant, and the said I. H. tenant, and the said I. A., and M., his wife, and the said G. A., shall be vouchees, and that they shall vouch over the common vouchee, after the manner and course of a common recovery for assurance of lands. [*Or thus, after the words may be had, suffered and perfected then say*] And to that end and purpose, it is agreed by and between the parties to these presents, that the said E. H. shall, before the end of term, prosecute and sue out a writ of entry *sur desseisin in le post*, returnable before the justices of the lord the king of the bench at *Westminster*, whereby the said E. H. shall demand, against the said I. H., the said messuages, &c.

authorizing the commissioners of a bankrupt's estate to dispose thereof and divide the same among his creditors, and the latter authorizing the commissioners to sell and dispose of all estates tail in the bankrupt (unless the remainder or reversion thereof be in the crown) the same as the bankrupt himself might have done by fine or recovery.

(1) As this bargain and sale must be enrolled, a tenant to the *precipe* is frequently made by a lease and release, as requiring neither enrolment nor livery, yet the bargain and sale seems the most advisable mode, a copy of the enrolment being evidence.

and premises, with their and every of their appurtenances, by such name and names, and other additions and descriptions to ascertain the same, as shall be thought fit; to which writ the said I. H. shall appear *gratis*, and enter into warranty, and vouch the said I. A., and M., his wife, and the said G. A., who shall appear *gratis*, and enter into the said warranty, and vouch over the common vouchee, who shall likewise appear *gratis*, and enter into warranty and imparl, and afterwards make default, whereby a common recovery may be had and suffered in the said Court of Common Pleas, of all the said messuages, lands, &c., according to the course of common recoveries used. And it is hereby further covenanted, declared, and fully agreed, by and between all the said parties to these presents, that the said common recovery, so or in any other manner to be had and suffered, as aforesaid, of the aforesaid premises, with the appurtenances, between the said parties to these presents, shall be and enure, and shall be construed, deemed, and taken to be and enure to the several uses, intents, and purposes hereinafter mentioned and declared, (that is to say) To the use and behoof of the said I. A., and his assigns, during the joint lives of him, and M., his wife, and if the said M. A. shall survive the said I. A., then to the use and behoof of the said F. H., and his heirs, during the life of her, the said M. A. Uses. UPON TRUST, that the said F. H. and his heirs do and shall convey and assure the same premises, and every or any part thereof, to such person or persons, and for such intents and purposes, as she, the said M. A., by herself alone, during the life of her said husband, or after his death, by any writing or writings under her hand and seal, executed in the presence of two or more credible witnesses, shall direct and appoint; and until such appointment, IN TRUST for the said M. A., and from and immediately after the decease of the said M. A., then to Trust. the only proper use and behoof of the said G. A., and his heirs and assigns, for ever. IN WITNESS, &c.

Of Goods and Chattels.

KNOW ALL MEN BY THESE PRESENTS, that I, A. B., of in consideration of the sum of l. to me in hand, paid by C. D., of at or before the sealing and delivery of these presents, the receipt whereof I do hereby acknowledge, have granted, bargained, sold, and confirmed, and by these presents do, &c., unto the said C. D., All the goods, household stuff, and implements of household, and all other goods and chattels mentioned in the schedule hereunto annexed. To HAVE

BARGAIN AND SALE ENROLLED.

AND TO HOLD all and singular the said goods, household stuff, and implements of household, and every of them, by these presents bargained and sold unto and to the only proper use and behoof of the said C. D., his executors, administrators, and assigns for ever, freely, quietly, peaceably, and without any contradiction, claim, disturbance, or hindrance of any person whatsoever, and without any account to me or to any other whatsoever, to be made, answered, or hereafter to be rendered, so that neither I, the said A. B., nor any other for me, or in my name, any right, title, interest, or demand of, in, to, or for the said goods, &c., or any part or parcel thereof, ought to exact, challenge, claim, or demand, at any time or times hereafter, but from all action, right, estate, title, claim, demand, possession, and interest thereof shall be wholly barred and excluded, by force and virtue of these presents. And I, the said A. B., for myself, my executors and administrators, all and singular the said goods and household stuff, unto the said C. D., his executors, administrators, and assigns, against me, the said A. B., my executors, administrators, and assigns, and against all and every other person or persons whatsoever, shall and will warrant and for ever defend, by these presents, of which goods, &c., I, the said A. B., have put the said C. D. in full possession, by delivering him one chair (1) in the name of all the said goods and chattels, at the sealing and delivery hereof. IN WITNESS, &c.

Signed, sealed and delivered by the within-named, (or above-named, as the case may be,) A. B., (being first duly stamped) and, at the same time, full possession of all and singular the goods, chattels, and effects within-mentioned, or above-mentioned, to be bargained and sold, were given by the said A. B. to the said C. D., by the said A. B.'s delivering to the said C. D. one chair, in the name of the whole of the same goods and premises, in the presence of

Or, Livery of Possession may be indorsed thus :

MEMORANDUM, on the day and year within written, or on the day of possession of the goods and premises within bargained and sold, was delivered by

(1) But, notwithstanding the formal delivery of one article in the name of the whole, the bill of sale will be deemed fraudulent against creditors, unless the possession of the goods and chattels actually accompany and follow the deed, (in cases where the deed is not conditional.) 2 Durnf. and East. 587. Edwards v. Harben, executor of Tempest Mercer.

the said A. B. to the said C. D., by the said A. B.'s giving to the said C. D. one chair, in the name of livery and possession of the whole goods and premises within-mentioned, in the presence of .

Of Goods distrained for Rent.

THIS INDENTURE, &c., between N. C. (the landlord,) I. R., (the constable of the hundred of) D. C., of (the person making the distress, and also one of the appraisers,) I. F., of (another appraiser,) and H. R., (another appraiser) of the one part; and I. S., of and T. S., of the other part:

WITNESSETH, that it is affirmed by the said N. C., and testified by the said D. C., upon his oath, sworn before the said constable, that on the day of last past, the said N. C., in the presence of the said D. C., did enter into a messuage and lands, called S. farm, in H., within the hundred aforesaid, and for l. rent, at the feast of last past, due to him, the said N. C., from S. F., upon a demise, whereby the said S. F. held the said farm of the said N. C., and did distrain there, and found the goods and chattels following; to wit [*recite the particulars.*] And it is further testified, by the said C. D., and also by the said J. F. and H. R., upon their oath, sworn before the said constable, that after such distress, taken, to wit, on the day of last past, the said N. C. did, at the ~~ch~~ mansion-house of the said farm, give public notice of the said distress, and the cause thereof, and a note thereof in writing, expressing the particulars of such goods and chattels distrained, and of the said rent, for which the same were so distrained, did then and there deliver unto E, daughter of the said S. F., and the said D. C., I. F., and H. R., upon their oaths aforesaid, have truly appraised all the said goods and chattels distrained, at l. AND THIS INDENTURE FURTHER WITNESSETH, that the said goods and chattels being yet unreplevied, the said N. C., with the constable aforesaid, for and in consideration of l. being the best price that can be gotten for the said goods and chattels by the said I. S. and T. S., paid to the said N. C., towards satisfaction of the said rent of l., for which the said goods and chattels were distrained, have bargained and sold, and by, &c. All the goods and chattels hereinbefore mentioned to be distrained as aforesaid. To HOLD unto the said I. S. and T. S., as their only proper goods and chattels for ever. IN WITNESS, &c.

Bargain and Sale of an Advowson.

THIS INDENTURE, &c., between A. B., &c., of the one part; and C. D., of, &c., of the other part:

WITNESSETH, that for and in consideration of L. of lawful, &c., to the said A. B., in hand, well and truly paid by said C. D., at, &c., in full, &c. The receipt, &c.; and, for divers good causes and considerations, he, the said A., hath granted, bargained, sold, and confirmed, and, &c., unto the said C. D., his heirs and assigns, all that the patronage, advowson, donation, presentation, and free dispensation of the vicarage of the church of E., with its rights, members, and appurtenances, and all the estate, right, title, trust, and interest therein, and thereto. TO HAVE AND TO HOLD, &c., and all singular other the hereditaments and premises hereinbefore granted, bargained, and sold, or intended so to be, with the rights, members, and appurtenances, to the said C. D., his heirs and assigns, to the only use and behoof of the said C. D., his heirs and assigns, for ever. [*Add covenants, that A. B. is seised, right to sell, for peaceable enjoyment, free from incumbrances, and further assurance.*] IN WITNESS, &c.

Bargain and Sale of Copyhold Premises to be surrendered.

THIS INDENTURE, made, &c., between E. I., of and P. K., trustee of, and under the last will and testament of E. I., late of deceased, (hereinafter in part recited) of the first part; F. H., widow, and R. I., and A., his wife, of the second part; and E. C., of the third part.

WHEREAS, A. I., late of aforesaid, widow, deceased, was in her lifetime and at the time of her decease, seised and possessed of, or well entitled unto, amongst other hereditaments, the copyhold messuage or tenement, hereditament, and premises hereinafter described, and bargained and sold with their appurtenances for an absolute estate of inheritance to her and her heirs, according to the custom of the manor of D., in the county of and did duly surrender the same premises to such uses as she should, by her last will and testament, appoint. AND WHEREAS, *the said A. I. being so seised or possessed of, or well entitled unto the copyhold premises, by her last will and testament in writing, bearing date on or about day of in the gave and devised to G. I., his heirs and assigns, amongst other hereditaments the said*

Devise.

*copyhold messuage or tenement, hereditaments and premises, with their appurtenances, UPON TRUST to pay the rents, issues, and profits thereof to the above-named E. I., then the wife of E. T., for and during the term of her natural life; and from, and after her decease, then the said testatrix willed, that the said G. I., and his heirs, should stand seised, possessed of, or interested in, the said premises, in trust for such person or persons, in such shares and proportions, and for such estate and estates, whether absolute or conditional, and with or without benefit of survivorship, or other accruing interest, and under, and subject to such charges, limitations, or restrictions, or otherwise; and to take effect either in the lifetime of the said E. I., or after her decease, and in such manner, as the said E. I., notwithstanding her coverture, or whether sole or covert, by any deed or decds, writing or writings, to be executed in the presence of, and to be attested by, two or more witnesses, or by her last will and testament in writing, or any writing, as, or in the nature of, or purporting to be a will and testament, should direct or appoint; and for want of such direction or appointment, as to all or any part of the said trust premises, or in case of any incomplete direction, limitation, or appointment, as to all or any part of the said trust premises, with respect to the whole of the estate or interest not being thereby disposed of, as for and concerning the premises as to which no such direction, limitation, or appointment, should be so made as aforesaid, or as to which incomplete direction or appointment should be made, and as when the estate or estates, trust or trusts, thereby limited or created, should respectively end or determine, IN TRUST for the said E. I., her heirs and assigns. AND the said testatrix appointed the said G. I., sole executor of her said will. AND WHEREAS, the said testatrix departed this life on without revoking or altering her said will; and on or about the day of the said G. I. duly proved the same, in the prerogative court of the Archbishop of Canterbury. AND WHEREAS, at a court holden in and for the said manor, on the day of the said G. I. was admitted tenant to the said copyhold premises, under and according to the said will of the said A. I., deceased. AND WHEREAS, the said G. I. died on or about intestate, as to the said copyhold messuage and hereditaments herein after particularly mentioned, leaving *E. I., esq., his elder brother, and heir at law.* AND WHEREAS the said E. I. died, on or about without having been admitted tenant of the said copyhold messuage and hereditament,*

Admission.

Devise.

leaving the said F. H. and A. I., his only children, co-heiresses at law. AND WHEREAS, the said Eliz. I. duly made and published her last will and testament in writing, or writing or appointment in the nature of, or purporting to be, her last will and testament, bearing date on or about the day of whereby she willed and directed, that the said E. I. and P. K., (parties hereto) and the survivor of them, his heirs and assigns, should, as soon as conveniently might be after her decease, by public sale or private contract, sell and dispose of all that her copyhold messuage or tenement, with the garden and appurtenances thereunto belonging, parcel of the manor of, &c., and should stand possessed of the money to be produced by such sale (after deducting the expenses thereof,) IN TRUST, to divide the same equally between her (the said testatrix's) two daughters, the said F. H., widow and relict of the then late P. H., deceased, and the said A. I., the then and now wife of the said R. I., their executors, administrators, and assigns, for their respective sole use and benefit, exclusively of their husbands, and the said testatrix did hereby declare and direct that the receipt and receipts of the said E. I. and P. K., and the survivor of them, and his heirs, should be a good and sufficient discharge, and good and sufficient discharges to the purchaser or purchasers of all or any part of the said copyhold premises, for his, her, or their purchase money or purchase monies, and that, after such receipts given, such purchaser or purchasers should not be answerable or accountable for his, her, or their purchase money or purchase monies, nor should he, she, or they be answerable or accountable for the mis-application or non-application thereof, or of any part thereof, or be obliged to see to the application or dispositions thereof, or any part thereof. AND WHEREAS, the said testatrix departed this life on without revoking or altering her said will. AND WHEREAS, at a court, holden in and for the said manor of on the said F. H. and A. I. were, as co-heiresses of

Admission. *the said E. I.*, admitted to the said copyhold messuage and hereditament by the rents and services thereof due and of right accustomed. AND WHEREAS, the said E. I. and P. K., in pursuance of the trusts reposed and vested in them, by the said in part recited will of the said E. I., deceased, and with the privity, consent, and approbation of the said F. H. and R. I., and A., his wife, testified by their being respectively parties to, and severally sealing and delivering these presents, have contracted and agreed with the said E. C., for the absolute sale unto her of the said copyhold messuage or tenement, and premises hereinafter described, and bargained and sold, or intended so to be, with their appurtenances,

Sale.

and the inheritance in possession thereof, free from all incumbrances, except, as hereinafter mentioned, at and for the price or sum of £. Now, &c., that, in pursuance of the said agreement, and also in consideration of the sum of £. of lawful money of Great Britain, to the said E. I. and P. K., as trustees as aforesaid, in hand, (with the like privity, consent, and approbation of the said F. H. and R. I., and A., his wife, as aforesaid, testified as aforesaid,) well and truly paid by the said E. C., at or before the sealing and delivery hereof, the receipt of which said sum they, the said E. I. and P. K. do hereby respectively acknowledge, and that the same is in full of the consideration-money for the absolute purchase of the said messuage or tenement, hereditaments, and premises, with their appurtenances, and the inheritance in the possession thereof, free from all incumbrances, except as hereinafter excepted, and of and from the same sum of money, and every part thereof, and all claims and demands in respect thereof, they, the said E. I., P. K., and also the said F. H. and R. I., and A., his wife, do, and each and every of them doth acquit, release, exonerate, and for ever discharge the said E. C., her heirs, executors, administrators, and assigns, and every of them, for ever, by these presents. THEY, the said E. I. and P. K., (in pursuance and exercise, and execution of the power and trust in them reposed, in and by the said in part recited will of the said E. I., deceased, and by virtue of all and every other power and powers, authority and authorities, thereby, or by any other ways or means, vested in or given to them,) HAVE, and each of them hath bargained and sold, and, by these presents, do, and each of them doth, bargain and sell unto the said E. C. and her heirs, all that customary, &c. TO HAVE AND TO HOLD, &c., and all and singular the premises hereinbefore mentioned and described, and bargained and sold, or intended so to be, with their appurtenances, unto the said E. C., her heirs, and assigns, to and for her and their own proper use and benefit for ever, absolutely, according to the custom of the said manor of D. whercof the same are holden, as aforesaid, Yielding and paying, performing and doing unto the lord or lords, lady or ladies of the said manor, all and every the fines, rents, duties, and services of right, used and accustomed to be paid, done, and performed, and hereafter to grow due. And, for the consideration aforesaid, the said E. I. and P. K. do hereby request and direct the said F. H. and A. I., and also the said R. I., the husband of the said A. I., according to his interest therein, forthwith hereafter to surrender into the hands of the lord of the said

Consideration.

Sale.

Subject.

Surrender.

Covenant
for title.

E. I. and
P. K. not
encumbered

Good right
to bargain
and sell,
and that F.
II., and R.
I., and A.,
his wife,
have good
right to
surrender.

manor of D according to the custom thereof, the said copyhold messuage, or tenement, hereditament, and premises, with their appurtenances, to the use of the said E. C., the purchaser thereof, as aforesaid, her heirs and assigns for ever, according to the custom of the said manor, by the rents and services aforesaid, to the end, intent, and purpose that the said E. C. may be admitted tenant of the trust premises, and hold and enjoy the same to her, her heirs and assigns, accordingly. And the said E. I. and P. K., for themselves, severally and respectively, and for their several and respective heirs', executors' or administrators' acts and deeds, and not the one of them for the other of them, or for the heirs', executors' or administrators' acts or deeds of the other of them, do, and each of them doth covenant and declare with and to the said E. C., her heirs and assigns, that they, the said E. I. and P. K., have not, nor hath either of them, at any time or times heretofore, made, done, committed, or wittingly or willingly suffered any act, deed, matter, or thing whatsoever, whereby, or by means whereof, the said messuage or tenement, hereditament, and premises hereinbefore described, and bargained and sold, or intended so to be, with their appurtenances, or any part thereof, are, is, can, shall, or may be in any wise surrendered, *impeached*, *charged*, or *encumbered*, in title, charge, estate, or otherwise howsoever. And the said F. H. for herself, her heirs, executors, and administrators, and the said R. I., for himself, his heirs, executors, and administrators, and for the said A., his wife, and her heirs, do, and each of them doth, covenant, promise, and grant, to and with the said E. C., her heirs and assigns, by these presents, in manner following, (that is to say) That for and *notwithstanding* any act, deed, matter or thing whatsoever, had, made, done, committed, or suffered to the contrary, by them, the said F. II. and R. I., and A., his wife, or the said A. I. and E. I. respectively, deceased, or any or either of them, or any person or persons lawfully claiming, or to claim, by, from, under, or in trust for them, or any or either of them, the said E. I. and P. K. now have in themselves *good right*, full power, and lawful and absolute authority to bargain and sell, and the said F. II., R. I., and A., his wife, now have themselves, or some or one of them have or hath, in themselves, himself, or herself, *good right*, full power, and absolute *authority to surrender* the said messuage or tenement, hereditament and premises, with their appurtenances, unto and to the use of the said E. C., her heirs and assigns, in manner hereinbefore mentioned and directed, according to the true intent and meaning of these presents. AND ALSO, that

it shall and may be lawful to and for the said E. C., her heirs and assigns, from time to time, and at all times hereafter, peaceably and *quietly to have*, hold, occupy, and enjoy the same premises, and receive and take the rents, issues, and profits thereof, to and for her and their own use and benefit, without any let, suit, trouble, demise, eviction, ejection, molestation, interruption, claim, or demand whatsoever, of, from, or by the said F. H. and R. I., and A., his wife, their hers or assigns, or any or either of them, or any person or persons lawfully claiming or to claim, by, from, under, or in trust for them, or any or either of them, or the said A. I. and E. I., respectively deceased. AND, that the same premises now are, and for ever hereafter shall remain, continue, and be *free* and clear, and freely and clearly acquitted, exonerated, and discharged, or otherwise, by the said F. H. and R. I., and A., his wife, their executors and administrators, some or one of them, well and sufficiently saved, defended, kept harmless, and indemnified of, from, and against all, and all manner of, *former* and other *surrenders*, gifts, grants, bargains, sales, jointures, dowers, and titles of dower, uses, trusts, wills, entails, mortgages, judgments, extents, statutes, rents, annuities, recognizances, debts, titles, troubles, charges, and *incumbrances*, made, done, committed, or suffered by them, the said F. H., R. I., and A., his wife, or the said A. I. and E. I., respectively deceased, or any or either of them, or any person or persons lawfully claiming, or to claim, by, from, under, or in trust for them, or any or either of them. AND FURTHER, that they, the said F. H. and R. I., and A., his wife, respectively, and their respective heirs, and all and every other person and persons having, or lawfully or equitably claiming, or who shall or may have, or lawfully or equitably claim, any estate, right, title, interest, or incumbrance whatsoever, of, into, or out of the said messuage or tenement, hereditament and premises, hereby bargained, sold, or intended so to be, or any part thereof, by, from, under, or in trust for them, or any or either of them, or the said A. I. and E. I., respectively deceased, shall and will, from time to time, and at all times hereafter, upon the reasonable request, and at the costs and charges in the law, of the said E. C., her heirs and assigns, *make, do*, and execute, or cause to be made, done, And for and executed, all and every such *further and other* law- further as-
ful and reasonable act, thing, and things, *deeds, surrenders*, and appointments in the law whatsoever, for the sur-
better, more perfect, and absolute surrendering, assuring, and confirming the said messuage or tenement, hereditament, and premises, with their appurtenances, to the use

To peace-
ably enjoy.

Free from
incum-
brances.

of the said E. C., her heirs and assigns, in manner aforesaid, according to the custom of the said manor, as by the said E. C., her heirs or assigns, or her, their, or any of their counsel, learned in the law, shall be reasonably devised, advised, or required. IN WITNESS, &c.

Bargain and Sale enrolled of Houses belonging to a Baptist Meeting House, from a surviving Trustee to two indifferent Persons, in order to effect a Conveyance from them, by another Bargain and Sale, to such Trustee and fourteen others, nominated pursuant to a Power.

THIS INDENTURE, made, &c., between [surviving trustee] of the first part; [the new trustees appointed] of the second part; and A. B., of, &c., and C. D., of, &c., of the third part.

Recitals. [Recite the original bargain and sale, creating the trusts, fully, and the clause giving power to appoint new trustees.] AND WHEREAS, the said [surviving trustee] having survived all and singular the said persons, in and by the said indenture of bargain and sale enrolled so nominated and appointed with him, as trustees, for the purposes aforesaid, he, the said [surviving trustee], hath, in pursuance of the said power and authority, which is now become solely vested in him, nominated the fourteen several persons parties hereto, of the second part, to be trustees jointly with him, the said [surviving trustee], in the premises before-mentioned. Now, THEREFORE, THIS INDENTURE WITNESSETH, that, for the completely effecting of that end, intent, and purpose, and, in order that the whole legal estate of inheritance, right, and interest, of and in the messuages, &c., may be jointly and fully vested in the said [surviving trustee], and the several other persons parties hereto, of the second part, their heirs and assigns, IN TRUST, for the purposes hereinafter mentioned and referred to, and in consideration of the sum of 10s. &c., to the said [surviving trustee], in hand, well and truly paid by the said A. B. and C. D., the receipt, &c. AND, for other good causes and considerations, him, the said [surviving trustee] hereunto moving, he, the said [surviving trustee], hath granted, bargained, and sold, and by these presents doth grant, bargain and sell unto the said A. B. and C. D., their heirs and assigns, all and singular the said messuages, &c. hereinbefore particularly mentioned and described; and which, in and by the said indenture of bargain and sale enrolled, of the day of were conveyed and assured,

Testatum clause.

Subject.

as hereinbefore mentioned, together with the rights, members, and appurtenances thereof, [*here add the general words applicable to houses*], with the reversion and the estate, &c., To HAVE AND TO HOLD the said messuages intended to be hereby bargained and sold, with the appurtenances, unto the said A. B. and C. D., their heirs and assigns, To the use of the said A. B. and C. D., their heirs and assigns, for ever, UPON TRUST, that they, the said A. B. and C. D., or the survivor of them, his heirs or assigns, do and shall immediately after the making and executing of these presents, at the expense of the said trust, estates, monies, and premises, well and effectually, and in due form of law, convey and assure, all and singular the said messuages or dwelling-houses mentioned and intended to be hereby bargained and sold, with the appurtenances, unto and to the use of the said [*surviving trustee*], and the said [*the persons of the second part*], UPON THE TRUSTS, and to and for the ends, intents, and purposes, and subject to the powers, declarations, and agreements in and by the said indenture of bargain and sale enrolled, of the day of &c., mentioned, expressed, and declared, of and concerning the same premises, or such of the same trusts, ends, intents, and purposes, powers, declarations, and agreements as shall be then existing and capable of taking effect. IN WITNESS, &c.

Bargain and Sale from the Persons of the third Part in the preceding Conveyance, to the surviving Trustee and the fourteen other Persons named as Trustees, upon the same Trusts as in the original Deed.

THIS INDENTURE, made, &c., between, A. B., of, &c., and C. D., of, &c., of the one part; and [*the surviving trustee, and the fourteen other persons appointed as trustees jointly*] of the other part.

[*Recite the original bargain and sale fully, and also the preceding one to A. B. and C. D., with the recitals.*]

NOW THIS INDENTURE WITNESSETH, that for the effecting the end, intent, and purpose of the said indenture of bargain and sale enrolled, of the day of instant, mentioned, expressed, and declared,

AND, in consideration of the sum of 10s., of, &c., to the said A. B. and C. D., in hand, &c., by [*the trustees*], THEY, the said A. B. and C. D., have, and each of them hath granted, bargained, and sold, and by these presents, and according to their respective estates, rights, and interests, but not further, or otherwise, do, and each

Witnessing
period.

of them doth grant, bargain, and sell unto the said [trustees], their heirs and assigns, all and singular the said messuages or dwelling-houses, hereditaments and premises hereinbefore particularly mentioned and described, and which, in and by the said indenture of the bargain and sale, of the day of instant, were conveyed and assured unto and to the use of the said A. B. and C. D., their heirs and assigns, as hereinafter is mentioned, together with the rights, members, and appurtenances thereof, [*here add the general words*
Habendum. *reversion, estate, &c.*] TO HAVE AND TO HOLD, the said messuages or dwelling houses mentioned and intended to be hereby granted, bargained, and sold, with the appurtenances thereunto belonging, unto the said [trustees], their heirs and assigns, for ever, UPON THE
Trusts. TRUSTS, and to and for the ends, intents, and purposes, and under and subject to the powers, declarations, and agreements, in and by the said indenture of bargain and sale enrolled, of the day of &c., mentioned, expressed, and declared, of and concerning the same premises, or such of the same trusts, ends, intents, and purposes, powers, declarations, and agreements as shall be then existing and capable of taking effect. IN WITNESS, &c.

B O N D S.

A BOND is a deed, or obligatory instrument, in writing, whereby one doth bind himself and his heirs, executors, and administrators to another, to pay a sum of money, or do some other act; as to make a release, surrender an estate for quiet enjoyment, to stand to an award, save harmless, perform a will, and the like. It contains an obligation, with a penalty, and a condition which expressly mentions what money is to be paid, or other thing to be performed, and the limited time for the performance thereof, for which the obligation is peremptorily binding. It may be made upon parchment or paper, though it is usually upon paper; and be either in the first or third person; and the condition may be either in the same deed or in another, and sometimes it is included within, and sometimes endorsed upon the obligation, but it is commonly at the foot of the obligation.—*Bro. Obl.* 67.

And a memorandum on the back of a bond may restrain the same by way of exception.—*Moore*, 67.

It is said there are only three things essentially necessary to the making a good obligation; (*viz.*) writing on

paper or parchment, sealing, and delivering.—2 Co. 5. a. Noy. 21, 85. Moor, 28. Shl. 97. 2 Salk. 492. 5 Mod. 281.

And the name of the obligor subscribed, it is said, is sufficient, though there is no blank for his christian name in the bond.—Cro. Jac. 261, 558. 1 Mod. 107.

An obligation is good, though it wants a date, or hath a false or impossible date, for the date is not of the substance of the deed, and the day of the delivery of a deed or obligation is the day of the date, though there is no day set forth.—2 Co. 5. Noy. 21, 85, 86. Hob. 249. Stil. 97. Cro. Jac. 136, 264. Yelv. 193. 1 Salk. 76.

A bond, dated on the same day on which a release is made of all things, *usque diem datus*, &c., is not thereby discharged.—2 Rol. Rep. 255.

It is to be observed that the condition of a bond must be to do a thing lawful; and therefore, bonds restraining trade in general in any part of the kingdom, are unlawful and void, for they are against the good of the public and the liberty of a free man, and tend to a monopoly: but a condition, restraining a man from exercising a particular trade in a certain place, or within certain limits, if done fairly, and upon good and lawful consideration, is good.—Bac. Abr. Titl. Ob. [K].

If no time is limited in a bond for payment of money, it is due presently, and payable on demand.—1 Brownl. 53.

By 4 Ann. c. 16: “If at any time, pending an action upon any bond with a penalty, the defendant shall bring into court where the action is depending, all principal money, and interest due on such bond, and also all such costs as have been expended in any suit or suits in law or equity, upon such bond; the said money so brought in, shall be decreed and taken to be in full satisfaction and discharge of the said bond, and the court shall and may give judgment accordingly.”—Sec. 14.

Annuity Bond.

WHEREAS, the said A. B., some time since, advanced Recital.
and lent to the said C. D. the sum of *l.* of lawful
money of *Great Britain*, which he, the said C. D., doth
hereby admit and acknowledge. AND WHEREAS, the
said C. D. hath, in consideration of the sum of *l.*
so, as aforesaid, advanced to him by the said A. B.,
agreed to grant to the said A. B. one annuity, or yearly
sum of *l.*, to be paid to her during the term of
her natural life, at the time and in manner hereinafter
mentioned. Now the condition of the above-written Condition.

obligation is such, that if the said C. D., his heirs, executors, or administrators do well and truly pay or cause to be paid unto the said A. B., or his assigns, one annuity, or clear yearly sum of *l.* of lawful money of *Great Britain*, by even and equal quarterly payments, on the *25th day of March, the 24th day of June, the 29th day of September, and the 25th day of December*, in each and every year during the natural life of the said A. B., without any deduction or abatement whatsoever, the first of such quarterly payments to become due, and be made, on the *25th day of March* next ensuing the date hercof. AND ALSO, if the said C. D., his heirs, executors, or administrators do and shall, within twenty-one days next after the decease of the said A. B., well and truly pay, or cause to be paid, unto the executors or administrators of the said A. B., a proportional part of the said annuity of *l.* for the time which, at the decease of the said A. B., shall have elapsed of the quarterly payments thereof then growing due, without deduction or abatement whatsoever, then this obligation shall be void and of none effect, or else to remain in full force and virtue.

—◆—

Common Bond from one Obligor to one Obligee.

KNOW ALL MEN by these presents, that I, (1) A. B., of in the county of gentleman, am held and firmly bound to C. D., of in the county of esquire, (2) in the penal sum of *l.* [double the condition, *except when given by an infant for necessities, and then only the sum due without a condition*], of lawful money of *Great Britain*, to be paid to the said C. D., (3) or his certain attorney, executors, administrators, or assigns, for which payment to be well and truly made, I (4) bind myself, my heirs, executors, and administrators firmly by these presents, sealed (5) with my seal, dated the day of in the 6th year of the reign of our sovereign lord George the Fourth, by the grace of God, of the united kingdom of *Great Britain and Ireland* king, defender of the faith, and in the year of our Lord 1825.

(1) If more than one obligor, say *We, A. B., of, &c., C. D., of, &c., and so on*, are held, &c.

(2) If more than one obligee, say to *A. B., of, &c., C. D., of, &c., and so on*.

(3) If more than one obligee, say to the said *A. B., of, &c., and C. D., of, &c., and so on*; or their certain attorney, &c.

(4) If two obligors, say *We* bind ourselves, and each of us binds himself, for the whole and every part thereof, our and each of our heirs, &c. If three or more obligors, say *our*, and each and every of our heirs, &c.

(5) If more than one obligor, say *Sealed with our seals, &c.*

THE CONDITION of this obligation is such, that if the above-bounden A. B. (1), his heirs, executors, or administrators, do and shall well and truly pay, or cause to be paid, unto the above-named C. D. (2), his executors, administrators, or assigns, the full sum of *l.* [*the actual sum borrowed*], of lawful money of *Great Britain*, with interest for the same after the rate of *l.* for every 100*l.* by the year, on the day of now next ensuing the date of the above-written obligation, without fraud or further delay, then this obligation shall be void, or otherwise, the same to remain in full force and virtue.

A. B. [*Seal*].

Signed, sealed and delivered by
the above-named A. B., (being
first duly stamped,) in the pre-
sence of

P. Q.
R. S.

—◆—

*For Payment of Money, with Interest, by Instal-
ments.*

The condition of this obligation is such, that if the above-bounden A. B., his heirs, executors, or administrators, do and shall well and truly pay, or cause to be paid, unto the above-bounden C. D., his executors, administrators, or assigns, the full sum of *l.* of lawful, &c., with interest for the same, after the rate of 5*l.* for every 100*l.* for a year, on the days and times and in manner following, (that is to say) the sum of *l.* part thereof, with interest for the same, after the rate aforesaid, on the day of next ensuing the date of the above-written obligation, and which will be in the year of our Lord the sum of *l.* other part thereof, with interest for the same, after the rate aforesaid, on the day of then next following, and the sum of *l.* residue thereof, with interest for the same, after the rate aforesaid, on the day of then next ensuing, and which will be in the year of our Lord ; then this obligation shall be void : but if default shall be made in payment of any or either of the said several and respective sums of money, with the interest thereof respectively, in manner aforesaid, or any part of them, on any of the said days and times

(1) If two obligors, say "or either of them, their or either of their, heirs, &c." If three, or more, say "or any or either of them, their or any or either of their heirs, &c."

(2) If two obligees, say "or either of them, their, or either of their executors, &c." If three, or more, say "or any or either of them, their or any or either of their executors, &c."

above-mentioned for payment thereof, according to the true intent and meaning of these presents, then this obligation is to remain in full force and virtue.

Condition of a Bond for replacing Stock.

WHEREAS, the said A. B. and C. D. being in want of a supply of money, and the said E. F. being possessed of a sum or share in the 3 per cent. consolidated bank annuities, hath agreed, at the request of the said A. B. and C. D., and also of the said G. H. and I. K., as their sureties, engaging and securing, by their bond, to transfer to him the same or the like sum in the said stock or fund, at the end of twelve calendar months, and in the meantime to pay to him such sum or sums of money as the dividends of such stock would have amounted unto if the same had not been sold out. AND WHEREAS, in pursuance of the same agreement, the sum of £., 3 per cent. consolidated bank annuities, part of the said stock, was sold out on the day of instant, and the sum of £. sterling produced thereby, after deducting commission, was paid over to the said A. B. and C. D. NOW THE CONDITION of the above-written obligation is such, that if the said A. B. and C. D., G. H. and I. K., or any or either of them, do and shall, on or before the day of &c., duly purchase and transfer forth the sum of £. consolidated bank annuities to or in the name of the said E. F., and do and shall in the meantime pay to him such and the same sum or sums of money, as the dividends of the said sum of £. 3 per cent. consolidated bank annuities would amount unto if the same were not sold out, as aforesaid, but remain in his name; and at such and the same several days or times as the same dividends would, in that case become payable. Then, &c.

From a Lessee and his Surety to pay Rent according to Lease.

Recital of
lease.

WHEREAS, the above-named M. P., by her indenture of lease, bearing even date with, and executed before the above-written obligation, for the consideration in the said lease mentioned, hath demised to the above-bound G. T. a messuage or tenement, with the appurtenances, situated, &c. To HOLD, &c., for the term of years from thence next ensuing, determinable nevertheless at the end of the first years of the said term, if the said G. T., his executors, administrators, or assigns, shall give months' notice thereof, in manner therein mentioned, at and under the yearly rent of £.,

payable quarterly, in manner as therein expressed, as by the said lease may more fully appear. NOW THE CONDITION, &c., that if the above-bounden G. T. and C. M., or either of them, their or either of their heirs, executors, or administrators, shall and do, during the continuance of the said recited lease, well and truly pay, or cause to be paid, the said yearly rent or sum of £. unto the said M. P., her executors, administrators, or assigns, on the four several quarterly days following, viz. on, &c., by four even and equal portions, or within days next after every of the said quarter days, according to the true intent and meaning of the said recited lease, (subject nevertheless to the determination thereof, in manner as aforesaid), then the above-written obligation shall be void and of no effect: but if default shall happen to be made of or in any of the said quarterly payments, then the same shall remain in full force and virtue.

*For peaceable Enjoyment of Copyhold Premises,
free from Incumbrances, and for further Assurance.*

WHEREAS, the above-bounden R. B., and K., his Recital.
wife, have, on the day of the date hereof, surrendered, assigned, transferred, and set over, according to law, and the customs of the several manors of which the premises hereinafter mentioned, or some parts thereof, are held by copies of court roll, or otherwise, all that, &c., and also all that, &c., and all other, &c., of the said R. B., and the said K. his wife, situate, &c., except, &c., unto and to the use and behoof of the above-named H. C. and I. F., their heirs and assigns for ever. NOW THE CONDITION, &c., that if the said H. C. and Condition.
I. F., their heirs and assigns, shall and do peaceably and quietly hold and enjoy all and singular the above-mentioned premises, with their and every of their appurtenances, (except as before excepted), free and clear of and from all former and other bargains, sales, surrenders, forfeitures, charges, debts, and incumbrances whatsoever, had, made, done, committed, or suffered by the said R. B., and K., his wife, or either of them, or by or of any person or persons claiming by, from, or under the late father of the said K. AND ALSO, that if the said R. B., and the said K., his wife, and every person or persons having or lawfully claiming any right, title, or interest in the before-mentioned hereditaments and premises, or any part thereof, (except as before excepted), by, from, or under them, or either of them, or by, from, or under the said the late father of the said K.

shall and will, during the space of years, now next ensuing, at the cost and charge of the said H. C. and J. F., their heirs and assigns, make, do, and execute such further surrender or surrenders, and other assurances whatsoever, for the better conveying and assuring of the said hereditaments and premises, and every part thereof, except as aforesaid, unto and to the use of the said H. C. and J. F., their heirs and assigns, as by their, any, or either of their counsel shall be lawfully advised and required; then, &c. IN WITNESS, &c.

Condition that the Obligor shall suffer his intended Wife to make a Will.

WHEREAS a marriage is shortly intended to be had and solemnized, between the above-bounden L. R. and one M. W. NOW THE CONDITION of this obligation is such, that if, after the said intended marriage shall be had and solemnized, between the said L. R. and M. W., the said L. R. shall and do quietly permit and suffer the said M. W. in due form of law, to sign, seal, publish, and declare her last will and testament in writing, and in and by the same, to give, will, and bequeath, or otherwise to dispose of, at her free will and pleasure, unto such person or persons as to her shall seem meet and convenient, the sum of £. of lawful money; and further, in case of the said L. R. surviving the said M. W., if the said L. R., his heirs, executors, or administrators, or any of them, upon reasonable request to him or them in that behalf to be made by any such person or persons, to whom she the said M. W. shall give and bequeath any such sum and sums of money, not exceeding in the whole the sum of £. or the value thereof, shall well and truly pay, or cause to be paid, all and every such sum and sums of money, so to be given, willed, or bequeathed as aforesaid, by the said M. W., in such manner as shall be by her appointed, then this obligation to be void, or else to be and remain in full force and virtue.

The Common Condition of an Arbitration Bond.

THE CONDITION, &c. That if the above-bounden A. B., his executors and administrators, and every of them, do and shall, for his and their part and behalf, in and by all things, well and truly stand to, obey, abide, observe, perform, fulfil, and keep the award, order, arbitrament, final end, and determination of, &c. [or you may say *any two of them*,] arbitrators indif-

ferently chosen, elected, and named, as well by and on the part and behalf of the said A., as by and on the part and behalf of the above-named C., to arbitrate, award, order, judge, determine, and agree, for, upon, touching, and concerning all manner of action and actions, cause and causes of action, suits, bills, bonds, specialties, covenants, contracts, promises, accounts, reckonings, sums of money, judgments, executions, extents, quarrels, controversies, trespasses, damages, and demands whatever, both at law and in equity, at any time heretofore had, moved, brought, commenced, sued, prosecuted, done, suffered, or committed by, or between the said parties, so as the award of the said arbitrators [*or any two of them*] be made and set down in writing, indented under their [*or any two of their*] hands and seals, ready to be delivered to the said parties in difference, on or before, &c. then, &c.

To be added [before the Words then, &c.] if there is to be an Umpire.

AND if the said arbitrators shall not make such their award of and concerning the premises within the time limited as aforesaid, then if the said A., his heirs, executors, and administrators, and every of them, for his and their part and behalf, do and shall well and truly stand to, observe, perform, fulfil, and keep the award, determination, and umpirage of G. [being a person indifferently named and chosen by the said parties for umpire], in and concerning the premises, so as the said umpire do make and set down his award and umpirage in writing, indented under his hand and seal, ready to be delivered to the said parties in difference, on or before the day of, &c. then, &c.

To be added [after the Words then, &c.] when to be made a Rule of Court.

AND it is hereby agreed, by and between the said parties, that these presents, and the submission hereby made, of the said matters in controversy, shall be made a rule of his Majesty's court of , to the end the said parties in difference shall be finally concluded by the said arbitration, by these presents intended, pursuant to the statute in that case provided.

But if the Condition be special, say,

WHEREAS differences have arisen, and are depending, between the above-bounden A. B., and the above-named

C. D., concerning , [here particularly mention what the difference is about,] which account, and all differences and demands concerning the same, the said parties have agreed to refer to the award, judgment, and determination of arbitrators, indifferently chosen by and between the said parties, to award, arbitrate, and determine concerning the same; [and if to be an umpire, say,] AND if they do not make their award within the time hereunder limited, then to the umpirage of such person as the said arbitrators shall indifferently choose for the umpire, as hereinafter is mentioned. NOW THEREFORE the condition of this obligation is such, that if the said A. B., his executors, and administrators, on his and their part and behalf, shall and do, in and by all things, well and truly stand to, observe, perform, fulfil, and keep the award, arbitration, judgment, final end, and determination which arbitrators as aforesaid shall make and give, upon writing, &c. [as before to the time fixed on; and then say,] in and concerning the before-mentioned account and matters in difference, and all or any actions, suits, and causes of suits, debts, dues, damages, claims, and demands whatever, concerning the same. AND if the said arbitrator shall not, &c. [as before,] then, &c.

Special Condition of an Arbitration Bond, where proceedings were commenced.

WHEREAS certain differences and disputes have arisen, and are now depending, between the above-named A. B., and the above-bounden C. D., concerning the occupation, management, and cultivation by the said C. D., of a certain farm, situate at C., in the county of S., the property of the said A. B., lately held by the said C. D. as tenant to the said A. B. And also concerning the payment of the several sums of money paid, laid out, and expended, by the said A. B. for ploughing, harrowing, and manuring, &c. previous to the said C. D. entering upon the same as tenant, he, the said C. D., having the benefit of the crops growing upon the same; and likewise concerning the rent payable in respect of the said farm, from the said C. D. AND WHEREAS, the said A. B. hath lately commenced an action against the said C. D., in his Majesty's Court of King's Bench at Westminster, and hath filed a declaration against him, and for the ending and adjusting of such action, and of every matter and dispute in difference between the said parties, it has been mutually agreed between them, to refer the same to the final arbitration and determination, of F. F., of, &c. (a person chosen by, for, and

on behalf of the said A. B.) and G. H. (a person, &c.) And in case the said arbitrators cannot determine the said matters in dispute, that then the same shall be finally ended, and determined by a third person, to be by the said arbitrators elected and chosen as an umpire, in such manner as hereafter is in that behalf mentioned. Now the condition of this obligation is such, that if the above bounden A. B., his heirs, executors, and administrators, and every of them, shall and do, for, and on his and their parts, in all things stand to, obey, abide by, perform, fulfil and keep the award, arbitrament, order, determination, and judgment, which shall be by them, the said E. F. and G. H. made, touching or concerning the occupancy, management, and cultivation of the said farm, and of the several sums of money paid, laid out, and expended, by the said A. B. in the cultivation of the same. And also touching and concerning the rent payable as aforesaid. And also touching and concerning all and all manner of action and actions, cause and causes of action, suits, bills, bonds, supplements, covenants, contracts, promises, accounts, reckonings, sums of money, judgments, executions, extents, quarrels, controversies, trespasses, damages, claims, and demands whatsoever, both at law and in equity, at any time heretofore had, moved, brought, commenced, sued, prosecuted, submitted, committed, and depending by or between the said parties, so as such award, arbitrament, submission, determination, and judgment of the said E. F. and G. H. of the same premises, be by them made in writing, under their hands and seals, ready to be delivered to the said parties in controversy, within three calendar months next ensuing the date hereof, and if they, the said arbitrators, cannot agree and determine the same premises within the said three calendar months, that then, if the said A. B., his heirs, executors, administrators, and assigns, and every of them, shall and do, for, and on his and their parts, in all things stand to, obey, abide by, perform, fulfil, and keep the arbitrament and umpirage of such persons as the said E. F. and G. H. shall indifferently name, elect and choose as umpire (which umpire to be elected and chosen by the said referees, previously to their proceeding upon the said reference, for the ending and determining of the same premises,) so as such award umpirage, and judgment of the said umpire, of and in the same, be by him so made in writing, under his hand and seal, ready to be delivered to each of the said parties in controversy, within two calendar months next after the end of the said three calendar months, then this obligation shall be void and of no effect, otherwise the same shall remain, &c.

And the said A. B. doth also consent and agree, that the respective witnesses, as well of him, the said A. B., as of the said C. D., shall be examined on oath by the said referees, or the umpire to be by them named, elected, and chosen as aforesaid, for the ending and determining of the same premises, touching the matters in difference between the said parties.

And the said A. B. doth likewise concur and agree, that the costs, charges, and expenses, as well of preparing and executing the presents, as of the reference hereby intended to be made, and of all costs, charges, and expenses, incidental or relating thereto, and likewise the costs and charges of the said action, and of defending the same, shall be in the discretion of the said referees, or the said umpire, so to be elected as aforesaid, who shall in their or his award or umpirage, order and direct by which of the said parties hereto, or in what proportion between the said parties, the same shall be borne, and when paid. And the said A. B. doth farther consent and agree, that his submission to the award above-mentioned shall be made a rule of his Majesty's Court of King's Bench at *Westminster*, pursuant to the statute in that case made and provided, if the justices of that court shall so please.

Memorandum written on the Bond of the Acceptance of the Appointment of Arbitrators.

WE, the undersigned A. B. and C. D., the referees within-named and appointed, do hereby accept of the appointment as arbitrators, for the purposes therein expressed; and for the proceeding in the investigation of the matters in dispute and difference between the parties in difference within-mentioned, we appoint and fix to meet at the house of in, &c. by 11 o'clock in the forenoon. Witness our hands, this day of 1825.

Witness,

A. B.
C. D.

Memorandum of an Appointment of a Joint Arbitrator, endorsed or written upon Bond, or other Instrument of Arbitration.

WE, A. B. and C. D., the arbitrators within named, by this memorandum in writing, under our hands, made before the entering upon the within-mentioned arbitration, do hereby nominate and appoint E. F., of, &c., the third arbitrator, to whom, together with ourselves, the within-mentioned matters in dispute, between the parties within named, shall be referred, according to the

tenor and effect of the within *rule*, or within written *bond*, (or *obligation*, or *indenture*). (1)

(1) If the consent of the third person has not been obtained, add,
 "On condition that he do, within days from the date hereof,
 by some writing under his hand, consent to act therein accordingly."

A Memorandum endorsed on Bond of Appointment of Umpire by Arbitrators, when one is not nominated in Bond.

WE, undersigned A. B. and C. D., arbitrators within named, having considered of the said matters in difference between the said parties, and having heard what each of them had to offer and allege in his behalf, but not having agreed in opinion in relation to the said matters in difference, so as to enable us to make an award between the said parties, do hereby, in pursuance of the power and direction given to us by the within-mentioned bond, elect, nominate, and appoint E. F., of, &c., esq., to be umpire between the said parties in relation to the matters in difference between the said parties so in dispute as aforesaid. As witness our hands, this
 day of 1825.

Witness,

A. B.
 C. D.

Nomination of an Umpire by a separate Instrument.

TO ALL TO WHOM THESE PRESENTS SHALL COME, &c.

WHEREAS, [*here recite the bond, or instrument of arbitration*] and we, the said A. B. and C. D., have taken the matters so referred to us into our consideration, but cannot agree in opinion concerning the same, wherefore we have agreed to name and choose E. F., of, &c., to be an umpire touching the premises. NOW KNOW YE, that in pursuance of the power and authority so vested in us, by the said hereinbefore in part recited bond, (*agreement, or indenture*,) we, the said arbitrators, have elected, nominated, and appointed, and do hereby elect, nominate, and appoint, the said E. F. to be umpire between them, the said *parties in dispute*, in relation to the matters so in difference between them, and so referred to us as aforesaid. IN WITNESS, &c.

Enlargement of Time for making an Award by the Parties in dispute.

KNOW ALL MEN by these presents, that we the within named A. B. and C. D., have for ourselves respectively,

and for our respective heirs, executors, and administrators, have given and granted, and by these presents do give and grant unto the within-named C. D. and E. F., until the day of now next ensuing; for making their award of and concerning the several matters and things to them referred, as within mentioned, so that they make their award in writing under their respective hands and seals, ready to be delivered unto the said parties in difference, on or before the said day of

IN WITNESS, &c.

Enlargement of Time for making an Award by Arbitrators, in pursuance of a Power for that Purpose given.

WE, the undersigned arbitrators, by virtue of the powers given to us for this purpose, do hereby extend and enlarge the time for making our award until the day of now next ensuing, on or before which said day, our award, in writing of and concerning the matters in difference within mentioned shall be made and published. IN WITNESS, &c.

Post-Obit Bond.

WHEREAS, the above-named A. B., hath contracted and agreed with the above-bounden C. D., for the purchase of the sum of £. to be paid to her the said A. B., her executors, administrators or assigns, in the event of E. F. departing this life in life-time of the said C. D., but not otherwise, at or for the price or sum of £.

AND WHEREAS, in performance of the said recited contract, she the said A. B., hath paid the sum of £. of lawful money of Great Britain, unto the said C. D., at or before the sealing and delivery of the above-written obligation, the receipt and payment whereof accordingly the said C. D. doth hereby accordingly acknowledge. AND WHEREAS, upon the treaty for the purchase of the said contingent sum of £. it was agreed that the payment thereof should be secured by, among other securities, the bond of the said C. D. Now the condition of the above-written obligation is such, that if the said E. F. should depart this life in the life-time of the said C. D., then, and in such case, if the said C. D., his heirs, executors, or administrators, do and shall well and truly pay or cause to be paid, unto the said A. B., her executors, administrators, or assigns, within six calendar months next, after the decease of the said E. F. aforesaid, in the life-

time of the said C. D., the sum of £ l. of lawful money of Great Britain; or in case the said C. D. shall happen to depart this life in the life-time of the said E. F., then the above-written obligation to be void, or else to remain in full force and virtue. *See defeasances.*

Bond of Indemnity against Wife's Dower, to save the Expense of levying a Fine.

WHEREAS, [recite the mortgage] AND WHEREAS, she the said A. B., is not by any means barred of her initiate title to dower, or thirds out of the above mortgaged premises; and therefore would be entitled to the same, in the event of her surviving her said husband. AND WHEREAS, in order to save the expense of levying a fine for the purpose of barring the dower of the said A. P., out of the said hereditaments, the said L. M. hath agreed with the said O. P., to give to him the indemnity by his bond in lieu thereof, which the said O. P. hath consented to accept. Now therefore the condition of this obligation is such, that if the above-bounden L. M., his heirs, executors, administrators and assigns, or some or one of them do, and shall from time to time and all times hereafter, well and sufficiently save, defend, keep harmless and indemnified the said O. P., his heirs, executors, administrators and assigns, and every of them; and also all and every part of the above mortgaged hereditaments; and also all and every the goods, chattels, lands, tenements, of the said O. P., his heirs, executors, administrators and assigns, of, from, and against all, and all manner of writ or writs of dower whatsoever, which either by the common law or custom, she the said A. B., the wife of the above-bounden L. M., can or may have or prosecute against the said O. P., his heirs, executors, administrators or assigns, or his or their lands or tenements, in respect thereof, or by reason of any dower or thirds which shall happen to be due to her the said A. B., in the event of her surviving her said husband; and also of and from all and all manner of claim and claims of dower, which the said A. B. may have, or may be made by her, in or out of the said granted and released hereditaments and premises, or any part thereof; and of, from, and against all losses, costs, damages and expenses, which he or they shall or may sustain, or be put unto, for, or by reason or means thereof. Then, &c.

Bond of Indemnity to a Purchaser from Trustees under a Deed of Trust to sell, and afterwards a Commission of Bankrupt being issued out against the Insolvent, but not acted upon, the Title was objected to, upon which the following Bond of Indemnity was entered into as a security to the Purchaser.

WHEREAS [here was recited the deed of trust to sell with the clause that trustees' receipts should be a discharge, &c. and that purchasers should not be bound to see to the application of the money, and as to the application of the monies arising by the sale.] AND WHEREAS, the above-named [purchaser] hath contracted and agreed with the said trustees, for the purchase of the piece or parcel of land, hereditaments and premises, herein-before mentioned and described, and the fee-simple and inheritance thereof, at or for the price or sum of £. but an objection hath been taken to the title of the hereditaments and premises by the solicitor for the said [purchaser] who contends, that on account of a commission of bankrupt having been issued against the said [insolvent,] (but which was never acted upon) and, their being no satisfactory evidence of the whole of the demands of all the creditors of the said [insolvent] being satisfied under the said trust deed, he cannot advise the said [purchaser] to accept the said title, without being indemnified. AND WHEREAS, in order to obviate such objection, the above-bounden [trustees] being well satisfied that all the creditors of the said [insolvent] have succeeded to, and agreed to accept payment of their respective demands, in manner as in the said indenture is expressed, have agreed to indemnify the said [purchaser,] and the lands and premises agreed to be purchased by him as aforesaid, in manner hereafter mentioned, against the said commission of bankrupt, or any future commission of bankrupt to be issued against the said [insolvent] with which indemnity the said [purchaser] is well satisfied, and hath agreed to accept the title to the said lands and premises, and to complete his purchase accordingly. NOW THEREFORE THE CONDITION of the above-written obligation is such, that if the said [trustees] or either of them, their or either of their heirs, executors, administrators or assigns, do and shall at all times hereafter, well and truly indemnify and save harmless, the said [purchaser] his heirs, appointees, executors, administrators and assigns, and the lands and hereditaments so agreed to be purchased by him as aforesaid. And all other the lands



and tenements, goods and chattels, of him the said [*purchaser*] his heirs, executors, administrators or assigns, of, from and against all costs, charges, losses, damages and demands, that shall or may happen, or be occasioned, or be incurred by the said [*purchaser*], his appointees, executors, administrators or assigns, on account or by reason of the said commission of bankrupt, having been issued against the said [*insolvent*], or on account or by reason of any commission of bankrupt which may hereafter be issued against the said [*insolvent*], or on account, or by reason of any claim or demand, of or by any creditor or creditors of the said [*insolvent*], at the time of making and executing the said hereinbefore recited deed, or of any account, matter or thing, in anywise relating thereto. Then, &c.

Condition of a Bond of Indemnity against certain Legacies, Interest, and Annuity, bequeathed by a Will charged on Hereditaments which the Devissee contracted to sell.

WHEREAS [*here was recited the will of L. P., whereby he bequeathed two legacies of 400*l.* each to his grandchildren, payable upon their attaining their age of 21 years, and an annuity of 20*l.* a year to his brother Thomas, and that the testator, by his said will, charged the said legacies and annuity upon the hereditaments hereinafter devised to his son, J. P., in fee.*] AND WHEREAS, the said [*purchaser*] hath contracted and agreed with the said J. P. for the purchase of all [*full description*] and the same pieces or parcels of land, hereditaments, and premises, have been duly conveyed to the said [*purchaser*], his heirs, appointees, and assigns, in and by certain indentures of lease and release, bearing date respectively, the lease the day next before, and the release even date herewith. AND WHEREAS, upon the treaty for such purchase, it was stipulated and agreed, by and between the said [*vendor*] and [*purchaser*], that the said vendor should enter into a bond of indemnity to the said purchaser, against the said two legacies of 400*l.* and 400*l.*, and the said annuity of 20*l.* so given and bequeathed by the said will as aforesaid, in manner hereinafter mentioned.

NOW THE CONDITION of the above-written obligation is such, that if the said [*vendor*] his heirs, executors, and administrators, do and shall well and truly pay, or cause to be paid, to the said S. P. and T. P., when they shall respectively attain their respective ages of 21 years, the said legacies, or sums of 400*l.* and 400*l.*, and interest, according to the direction of the said will; and do and shall, at the costs and charges of the said ven-

dor, his heirs and assigns, produce and shew to the said [*purchaser*], his heirs and assigns, good and effectual receipts and discharges for such legacies, duly signed by the said S. P. and T. P., after they shall so have attained their respective ages of 21 years, and do and shall, at the like costs and charges, give to the said [*purchaser*], his heirs or assigns, true and attested copies of such receipts and discharges, if he or they shall request the same; and do and shall well and truly pay to the said T. P., the said testator's brother, the said annuity of £, as and when the same shall, from time to time, become due and payable, and do and shall, from time to time, and at all times hereafter, at the proper costs and charges of him, the said [*vendor*], his heirs, executors, or administrators, well and truly save, defend, keep harmless and indemnified the said purchaser, his heirs, appointees, and assigns, and his and their lands, tenements, goods and chattels, particularly the said hereditaments and premises so contracted to be purchased by the said [*purchaser*] as aforesaid, of, from and against the said two legacies of 400*l.* and 400*l.*, and all interest which hath accrued or may accrue, due thereon, and against the said annuity of £, so bequeathed as aforesaid, and all costs, charges, and expenses, which he or they shall or may sustain, expend, or be put unto, for or in respect of such legacies of 400*l.* and 400*l.*, and interest, and of such annuity, or of any or either of them, or in relation thereto. Then, &c.

Condition of a Bond that an Apprentice shall perform his Articles.

WHEREAS, by indenture of apprenticeship, bearing date the day of last past, J. R., the younger, one of the sons of the above-bounden J. R., the elder, is become bound as an apprentice to the said B. B., in the trade, art, or employment of a hosier, for the term or space of *seven years*, from the day of the date thereof, as by the same indentures may appear. Now THE CONDITION OF THE ABOVE-WRITTEN obligation is such, that if the said J. R., the son, shall and do, from time to time, and at all times during his said apprenticeship, well and truly observe, perform, fulfil and keep all and every the articles, covenants, clauses, and agreements whatsoever, in the said recited indentures contained, and which, on his part, are to be observed, performed, fulfilled and kept, and shall and do, from time to time, and at all times during the said term, be faithful and just to the said B. B., his master, his executors, administrators, and assigns, in all his, the said J. R.,

the son's buyings, sellings, accounts, reckonings, receipts, payments, and all other his doings and dealings, in anywise relating to the said trade or employment, or the affairs or business of the same, and in all other matters and things wherein, as an apprentice or servant, he shall or may be employed by, or concerned for, or on the behalf of the said B. B., his executors, administrators, or assigns, then this present obligation to be void, and of none effect, or else the same to be and remain in full force and virtue.

A Condition to save harmless from paying Rent, where the Title is in question.

WHEREAS, there is a suit depending between the above-bounden R. C., and others, touching the right and interest in the now dwelling-house of the above-named I. F., situate, &c. AND WHEREAS the said I. F. hath, nevertheless, agreed to pay the rent of the said house to the said R. C. yearly, as the same shall grow due, upon his agreeing to indemnify him therefrom. THE CONDITION, therefore, of the above-written obligation is, that if the said R. C., his, &c. do and shall well and truly pay, or cause to be paid, to the said I. F., his executors, administrators, or assigns, all such rent, sum and sums of money, charges and damages whatsoever, as shall by due proceedings in law be adjudged or decreed against him, the said I. F., his, &c., and all other costs and damages whatever, which he, the said I. F., his executors, &c., shall sustain or be at, by reason of any action, suit, or forfeiture whatsoever, which shall or may happen or be to the said I. F., his executors, administrators, or assigns, by reason of paying the said rent, or any part thereof, to the said R. C., his executors, administrators, or assigns, in manner aforesaid. That then, &c.

A Condition that a Rent-gatherer shall render a just Account.

WHEREAS the above-named R. H. hath retained and employed the above-bounden R. R., to be the receiver of the rents, issues, and profits of all and singular his, the said R. H.'s messuages, lands, and tenements, situate, lying, and being in . . . NOW THE CONDITION of this obligation is such, that if the said above-bounden R. R., his heirs, executors, or administrators, shall and do, from time to time, and at all times hereafter, as often as he or she shall be thereunto requested by the said R. H., his heirs, executors, administrators, or assigns, well and truly pay, or cause to be

paid, unto the said R. H., his heirs, executors, administrators, and assigns, all such sum and sums of money that shall be by him had and received of the said rents, issues, and profits, and to render to the said R. H., and his heirs, executors, administrators, or assigns, a true, just, and perfect account of all and every sum and sums of money that shall be by him had, received, paid, laid out, and disbursed, of, from, for, or on account of the said lands or tenements, or the rents, issues, and profits thereof, or of, for, or on account of the said R. H., his heirs, executors, administrators, or assigns, and also well, truly, justly, and honestly, in every respect, behave himself, in the said office or employment of receiver of the aforesaid rents, issues, and profits, then this obligation to be void, or else to be and remain in full force and virtue.

Condition to Marry a Woman, or in default thereof, to pay a sum of Money.

THE CONDITION of this obligation is such, that if the above-bounden A. B., do, on or before the _____, according to the rules and ceremonies of the church of *England*, marry and take to wife E. D., daughter of the said C. D. [*if the said E. D. will thereto assent, and the laws of this realm permit the same*], or if it shall happen that the said A. B. shall not marry and take to wife the said E. D. as aforesaid, if then he, the said A. B., do and shall well and truly pay, or cause to be paid, unto the said E. D., her executors, administrators, or assigns, the sum of _____ *£*. of lawful money of *Great Britain*, on the _____ next ensuing the said day of _____ above-mentioned and limited for the said marriage. Then, &c., or else, &c.

Condition to make and deliver Conveyances, and to permit the Oblige to receive the Rents in the mean Time.

THE CONDITION of this obligation is such, that if the above-bounden A. B. do and shall, upon and at the request of the said C. D., his heirs or assigns, on or before the _____ next ensuing the day above written _____, convey and assure, or cause to be well and sufficiently conveyed and assured, unto the said C. D., his heirs and assigns, or to such other person and persons, and his and their heirs, as the said C. D. shall nominate and appoint, and to such uses as he shall direct, one messuage or tenement, &c. situate at _____, now in

the possession of _____, by such conveyances and assurances in the law, as by the said C. D., his heirs and assigns, or his and their counsel, shall be devised, advised, and required, freed, and discharged of and from all incumbrances whatsoever, except, &c. AND ALSO, if the said A. B., his, &c., do and shall, until such conveyance and assurance be made and executed as aforesaid, permit and suffer the said C. D., his heirs and assigns, peaceably and quietly to have, receive, and take to his and their own proper use and uses, the rents, issues, and profits of all and singular the said premises, and of every part and parcel thereof, without any manner of let, suit, trouble, disturbance, hindrance, or denial of the said A. B., his, &c., or any of them, or any other person or persons whatsoever, by his or their, or any of their means, right, title, or procurement. Then, &c., or else, &c.

To pay Money on Death or Marriage.

THE CONDITION of the above obligation is such, that if the above-bounden A. B., his heirs, executors, or administrators, do and shall well and truly pay, or cause to be paid, unto the above-named C. D., her executors or administrators, the sum of _____ l., of lawful money of Great Britain, within _____ months next after the solemnization of the marriage of the said A. B. with any other woman than the said C. D., or if the heirs, executors, or administrators of the said A. B., do and shall pay, or cause to be paid, the like sum to the said C. D., her executors, &c. within _____ months next after the death of him. the said A. B., which event shall first happen after the date of the above-written obligation, without fraud or covin. Then, &c., or else, &c.

(1) *To pay Mortgage Money.*

THE sum of _____ l., of lawful money, &c., on, &c., next ensuing the day of the above-written obligation, and also the full sum of _____ l., of like lawful money, on _____, which will be in the year of our Lord _____, without any deduction or defalcation for taxes, assessments, or any other imposition whatsoever, according to the purport of certain indentures of lease and release, bearing date respectively, the lease the day next before the day of the date of the release, and the release even

(1) Sometimes a bond to perform the covenants in the mortgage-deed, is taken instead of this, but taking a bond simply for payment of the mortgage money according to the deed, is much better.

date with the above-written obligation, and made between of the first part, of the second part, and the said of the third part. Then, &c.

Bond of Resignation as Master of a Free-school, in case of Negligence, &c.

Bond from A. B., of the city of *London*, Doctor in Divinity, to the Master and Wardens of, &c., in the city of *London*, in *l.* to be paid to the said Master and Wardens, or their certain attornies, successors, or assigns.

WHEREAS the court of assistants of the above-named, &c., in pursuance of the trust in them reposed, did, on, &c., elect and choose the above-bounden A. B. to be chief schoolmaster at in the county of founded and endowed by, &c., deceased, during his diligent and faithful discharge of his duty in such behalf; **NOW THE CONDITION** of this obligation is such, that if the said A. B., from time to time, and at all times hereafter, during his continuance in the said place or office of schoolmaster, do and shall observe, perform, fulfil, obey, and keep all rules and orders already made, or to be made, by the said company, for the better regulation of the said school and scholars; **AND ALSO**, do and shall faithfully, diligently, and carefully execute, perform, and discharge his duty and office in the said place of chief schoolmaster of the said school, in all things and respects ~~whatever~~, for the benefit and credit of the said school, according to the trust in him reposed by the said company; **AND**, if at any time hereafter the said court of assistants of the said company being convinced, to their satisfaction, that the said A. B. is apparently negligent of the said duty and trust in him reposed, to the detriment and injury of the said school and scholars, and shall thereupon see good and sufficient cause and reason to remove and displace the said A. B. from his said place of master of the said school, and do and shall elect and choose some other person to succeed him; then if the said A. B. do and shall, within months after the date thereof to him given, or left in writing for him at the said school, under the hands of the master and wardens of the said company, or any three of them, peaceably and quietly leave, surrender, and resign his said place of chief schoolmaster, together with the possession of the said school and school-house, with the appurtenances, to such person as shall be appointed to succeed him. **AND** if the above-bound A. B., his executors or administrators, on the death or

Removal of him, the said A. B., from the place of school-master of the said school, do not remove, take, or carry away, or cause or suffer to be removed, &c., from the dwelling-house which the said A. B. will reside in, as master of the said school, any mantle-pieces, bars, hinges, locks, bolts, &c., now standing and affixed in and to the said house, or pull down, demolish, or in anywise wilfully deface or damage the said dwelling-house, or the brew-house or other out-houses thereunto belonging, and therewith used and enjoyed; but do and shall, on the death or removal of him, the said A. B. as aforesaid, leave, surrender, and yield up the same as aforesaid, peaceably and quietly, to the said master and wardens, or to such other person or persons as they shall appoint to take possession thereof, wholly and undefaced, (reasonable use and wear thereof in the meantime only excepted). Then, &c.

The Condition of a Bond of Indemnity on paying a lost Bond.

WHEREAS the above-named master and wardens, and society, by their bond or obligation, under their common seal, bearing date on or about the day of , became bound to the above-bounden A. A., in the penal sum of £., conditioned for the payment of the sum of £., unto the executors, administrators, or assigns of the said A. A., at the end of month[s] next after the decease of the said A. A., with such profit of the same as, upon the then last general audit for the stock raised by and among the members of the said society, for the making and preparing , should appear to be due to him and unpaid, as in and by the said bond, when produced, will more fully appear. AND WHEREAS the said bond is alleged to be lost, or so mislaid that the same cannot be found. AND WHEREAS the said master, wardens, and society, on the day of the date hereof, at the request of the said A. A., and on his promise of indemnity, have made him full satisfaction of and for the said bond. NOW THE CONDITION of this obligation is such, that if the above-bounden A. A., his heirs, executors, or administrators, or any or either of them, do and shall, in case the said bond or obligation shall happen to be found, or come to his, their, or any of their hands, custody, or power, or of the hands, custody, or power of any other person for them, deliver, or cause the same to be delivered, unto the then master and wardens of the said society, in order to be made void, cancelled, and destroyed; and also shall and do, from time to time, and at all times here-

after save, keep harmless and indemnified the said master, wardens, and society, and their successors, of and from all actions, suits, troubles, costs, charges, damages, and expenses whatsoever which shall or may, at any time hereafter, happen or come to them, for or by reason of the said bond or obligation, or any of the money thereby paid, or for, touching, and concerning the same. Then this, &c.

The Condition of a Bond from R. R. to I. G., that a Person when of Age shall Convey.

WHEREAS, T. S., late of, &c., deceased, by his last will and testament, in writing, bearing date on or about the day of did, (among other things,) give, devise, and bequeath all that messuage or tenement, &c., then in the occupation of his brother, W. S., to be equally divided between his two sons, G. S. and R. S., their heirs and assigns, equally, part and share alike. ~~AND~~ WHEREAS, the above-named I. G. hath agreed with the said G. S. and R. S., for the absolute purchase of the said messuage or tenement and premises, devised to them as aforesaid, at and for the sum of

l.; but the said R. S. not being yet of age, cannot join in conveying the same to the said I. G. ~~AND~~ WHEREAS, the said I. G. hath, at the request of the above-bounded R. R., and on his promise and undertaking that the said R. S. should, when and so soon as he should have attained the age of twenty one years, at the costs and charges of the said I. G., convey and assure to the said I. G., his heirs and assigns, his undivided moiety or half-part of the said messuage or tenement and premises, paid into the hands of the said G. S. the whole of the said purchase-money; and the said G. S. hath, by indentures of lease and release, the release bearing even date herewith, conveyed his undivided moiety, or half-part thereof, to the said I. G., his heirs and assigns. NOW THE CONDITION of this obligation is such, that if the said R. S. do and shall, when and so soon as he shall have attained the said age of twenty-one years, at the costs and charges of the said I. G., convey and assure unto the said I. G., his heirs and assigns, by such deeds and conveyances as the counsel of the said I. G. shall approve of, his undivided moiety, or half-part of and in the said messuage or tenement and premises, devised to him and the said G. S., as aforesaid, and that without any consideration to be paid him by the said I. G. for so doing: ~~AND ALSO~~, if and in case the said R. R., his heirs, executors, or administrators, do and shall, in the meantime, and until the said

R. S. shall have executed such conveyances as aforesaid, save, defend, keep harmless and indemnified the said **I. G.**, his heirs, executors, and administrators, and his and their goods and chattels, lands and tenements, and the said messuages or tenements and premises, to be conveyed by the said **R. S.** to the said **I. G.**, as aforesaid; and the rents, issues, and profits thereof, of and from all claims and demands to be made thereto, by or on the part and behalf of the said **R. S.** Then, &c.

The Condition of a Bond for a Clerk's Fidelity.

BOND from **B. B.** and **E. E.** to **A. A.**

WHEREAS, the above-named **A. A.** hath taken and received the above-bounden **B. B.** into his service, to be one of his clerks to collect, receive, and get in money for him, and to do all other things in his power incident to the business of a clerk. NOW THE CONDITION of this obligation is such, that if the said **B. B.** do and shall, at all times hereafter, from time to time, during so long as he the said **B. B.** shall continue and be employed in the service of the said **A. A.**, as his clerk or servant, well, faithfully, and truly serve the said **A. A.**, his master, without consuming, wasting, embezzling, losing, mis-spending, misapplying, or unlawfully making away with any of the monies, goods, chattels, wares, merchandizes, or effects whatsoever, of the said **A. A.**, his master, or of any other person or persons whomsoever, for which he, the said **A. A.**, his heirs, executors, or administrators, shall or may, by any law, custom, or usage whatsoever, be anywise answerable or responsible, which shall be committed to his the said **B. B.**'s charge, care, custody, or keeping, by reason or means of his said service, or being clerk as aforesaid; AND IF the said **B. B.** shall, at any time during the time of his being clerk or servant, as aforesaid, to the said **A. A.**, his executors or administrators, neglect or refuse to account with him, the said **A. A.**, his executors, administrators, or assigns, weekly, or oftener, if thereunto required by the said **A. A.**, his executors, or administrators, by reasonable notice in writing, under his or their hands, for that purpose to be given or left with him, the said **B. B.**, at his house, or usual place of abode, or habitation; THEN if the said **B. B.** and **E. E.**, or either of them, their or either of their heirs, executors, or administrators, any or either of them, do and shall, within months next, after due proof thereof, either by confession of the said **B. B.**, or otherwise howsoever, and notice or warning thereof given or left at or in the dwelling-house, habitation, or place of residence of them, the said **B. B.** and

E. E. or either of them, or either of their heirs, executors, or administrators, in writing or otherwise, make good and sufficient recompence, satisfaction, and payment unto the said A. A., his executors, administrators, or assigns, for the said monies, goods, chattels, wares, merchandizes, or effects of him, the said A. A., so lost, wasted, mis-spent, or misapplied, as aforesaid; and also for all such loss, damage, or charge as he, the said A. A., his executors or administrators, shall suffer, sustain, or be put unto, for or by reason or means of his, the said B. B.'s neglecting or refusing to account as aforesaid. Then, &c.

*To permit a Wife to live separate from her
Husband (1).*

WHEREAS, I. A., the wife of the above-bounden A. A., now lives separate and apart from her said husband, and follows the business and employment of making and selling, and the said A. A. hath agreed that his said wife shall have and receive all benefit arising thereby, or by any other trade or business which she may think fit to follow, to and for her own separate use and support, wherewith he, the said A. A., is not to intermeddle, or have any profit or advantage therefrom, so as she, the said I. A., doth not, and shall not, contract any debt or debts for which the person or effects of her said husband shall or may be sued, charged, or incumbered by any means whatever. NOW THE CONDITION of this obligation is such, that if the said A. A. do and shall, from time to time, and at all times during the natural life of the said I. A., permit and suffer her, the said I. A., to live separate and apart from him, and to have and receive all profit, benefit, and advantage arising or which shall arise from her said trade or business of making and selling, or any other trade or business which she shall follow or employ herself in, to and for her own separate use, support, and maintenance, without any account, suit, trouble, or molestation whatsoever, and without acting, doing, or causing or permitting to be done, any act, matter, or thing whatsoever, whereby or wherewith, or by means or occasion whereof the said I. A. shall or may be molested or incumbered by any ways or means whatsoever; or if the said A. A., his heirs, executors, or administrators, or his or their goods or chattels, lands or tenements, shall at any time or times hereafter be sued, attached, or otherwise charged or incumbered, for or by reason or means of any debt or

(1) This bond must be given to a third person, on the wife's behalf.

debts which his said wife hath contracted, or shall or may contract, then and in either the said cases, this obligation shall be void. Otherwise, &c.



For Payment of an Annuity to a Man and his Wife for their Lives. (1)

THE CONDITION of this obligation is such, that if the above-bounden A. B., his heirs, executors, or administrators, do and shall well and truly pay, or cause to be paid, unto the above-named C. D., yearly and every year, during his natural life, a clear annuity or yearly sum of *l.* of good and lawful money of *Great Britain*, by four equal quarterly payments, on the several feasts or days hereinafter mentioned; (that is to say) the feast day of the feast day of the feast day of and the feast day of in every year, and do and shall make the first payment of the said annuity, or yearly sum, on the day of now next ensuing the date of the above-written obligation, and do and shall also, if E., now the wife of the said C. D., be living at his death, well and truly pay, or cause to be paid, unto the said E. D., yearly, and every year during the then remainder of her life, a like clear annuity or yearly sum of *l.* of like good and lawful money, by four equal quarterly payments, at or on the aforesaid feasts or days, and do and shall make the first payment of the said last-mentioned annuity, or yearly sum, on the first of the said feasts or days which shall next happen after the decease of the said C. D., if she shall be then living, and do and shall make all the said payments, as well to the said C. D., during his life, as, after his decease, to the said E. D., if she survive him, during the then remainder of her life, without any deduction or abatement whatsoever out of either of the said annuities or yearly sums, or any part thereof, for or by reason of any parliamentary or other taxes or impositions whatsoever, or for or in respect of any other matter, cause, or thing whatsoever; or if the said C. D. or E. F. shall happen to die between any of the said feasts or quarter days whereon the said annuity is made payable to them respectively, then if the said A. B., his heirs, &c., shall and do pay, or cause to be paid, unto the executors or administrators of the said C. D. or E. F. (as the case may be), a proportionate part of such

(1) All annuity bonds must be enrolled in chancery, by the 17 Geo. III, c. 26, commonly called the Annuity Act, which expresses every deed, bond, instrument, or other assurance; so, a warrant of attorney, if given, must be enrolled. *Hopkins v. Walter*, M. 32 G. 111. And see *Title Grants*.

annuity, or yearly sum, according to the time which the said C. D. or E. F., respectively, may happen to live after the then last quarter's payment shall have become due to the said C. D. or E. F., without any deduction or abatement, as aforesaid. Then, &c.

For the performance of Covenants.

NOW THE CONDITION of the above obligation is such, that if the above-bounden A., his heirs, executors, and administrators, do and shall well and truly observe, perform, fulfil, and keep all and every the covenants, clauses, articles, and agreements specified and contained in a certain indenture of release, bearing even date with the above-written obligation, and made, or mentioned to be made, between, &c., which, on the part and behalf of the said A., his heirs, executors, and administrators, is, are, and ought to be observed, performed, fulfilled, and kept, according to the true intent and meaning of the same indenture, then the above-written obligation shall be void and of no effect. Otherwise, &c.

Condition of a Bond for performance of an Agreement for Sale of Timber.

THE CONDITION of the above-written obligation is such, that if the said A. B., his heirs, executors, and administrators, do and shall well and truly pay, or cause to be paid, unto the said C. D., his executors or administrators, the sum of £. of good and lawful money of *Great Britain*, according to the true intent and meaning of certain articles of agreement for the purchase of timber and other trees, growing on part of the estate belonging to the said C. D., situated, &c., bearing equal date herewith, and made between, &c., and do and shall well and truly perform and keep all and every the articles and conditions whatsoever which, on the part and behalf of him, the said A. B., are or ought to be performed and kept, comprised and mentioned in the said articles of agreement, or the conditions there referred to, according to the true intent and meaning thereof. Then, &c.

Bond of Indemnity from a Vendor to a Purchaser, where Title-Deeds were lost.

WHEREAS, the above-named C. D. hath lately purchased of and from the above-bounden A. B., certain messuages, &c., situate, &c., for the price or sum of £. and the same premises, by certain indentures

of lease and release, bearing date, the lease the day next before the day of the date of the release, and the release even date with the above obligation, and made between the said A. B., of the one part, and the said C. D., of the other part, have been conveyed and assured unto the said C. D., his heirs and assigns, but the title deeds and evidences of title to the said premises are either lost or mislaid, and cannot at present be found, and the said A. B. hath therefore agreed to save harmless and keep indemnified the said C. D., his heirs and assigns, against all persons whomsoever, claiming any right or title to the said premises, or any part thereof, and all costs and charges attending the same. AND ALSO, that, in case the said title deeds and evidences to the said premises shall at any time hereafter be found, the same shall be delivered to the said C. D., his heirs or assigns, whole and uncanceled. NOW THE CONDITION of this obligation is such, that if the said A. B., his heirs, executors, or administrators, do and shall, from time to time, and at all times hereafter, save harmless and keep indemnified the said C. D., his heirs, executors, administrators, and assigns, of, from, and against all mortgages and other charges and incumbrances anywise affecting the said messuages, &c., and premises, and against all and every person and persons whomsoever claiming any estate, right, or title of, in, or to the same, or any part thereof. AND, if the said title deeds and evidences, forming a complete and perfect title to the said premises, shall at any time hereafter be found, and the same be delivered up to the said C. D., his heirs or assigns, whole and uncanceled, without fraud or delay. Then, &c.

Bond for the faithful Service of an Attorney's Clerk or Assistant.

WHEREAS, the above-bounden A. B. hath applied to, and is desirous of entering into the service and employ of the said C. D., as his clerk and assistant in the management of the business or profession of the said C. D., of an attorney, solicitor and conveyancer; and the said C. D. hath consented and agreed to accept of the service of the said A. B. as his clerk as aforesaid, from the day of the date of the above-written obligation, for and during such period, as they the said A. B. and C. D. shall mutually agree upon, he the said C. D. paying unto the said A. B., at and after the rate of *l.* per annum.

And the said C. D., being desirous of taking a good and sufficient security for the honesty and integrity of the said A. B., the said E. F. hath consented to join with the said A. B. in the above-written obligation, as a security and protection to the said C. D., his executors, administrators, and assigns, of, from and against all loss or damage that might be sustained by the said C. D., at any time hereafter, for or by reason of the said A. B. not duly accounting with the said C. D., for all monies which may come to his hands, custody, possession or power, during his service with the said C. D., and in paying over the same to the said C. D. when required by him so to do, or for, or on account of the embezzlement, misappropriation, or conversion, wilful defacement by the said A. B. of any deeds, wills, evidences or effects of any description whatsoever, which shall come into the hands, possession or power of the said A. B., at any time during the period of his serving the said C. D. as his clerk or assistant. Now the condition of the above-written obligation is such, that if the above-bounden A. B. and E. F., their respective heirs, executors or administrators, or some or one of them, do and shall, from time to time, and at all times hereafter, well and truly account to and with the said C. D., his executors and administrators, of, and for all monies, property and things, which shall or may come to the possession, custody or power of him, the said A. B., for, or on account, or as the clerk and assistant, of the said A. B. And do and shall at all times when required, pay over to the said C. D., his executors or administrators, all sum and sums of money, property and things, which upon any such account shall be, or appear to be coming due, or owing to him, or them, from the said A. B. And do and shall save, protect, keep harmless and indemnified the said C. D., his executors, administrators and assigns, of, from, and against all embezzlements, misappropriation, misapplication, conversion to the use of the said A. B. of any monies, goods, chattels and effects, of the said C. D., his executors, administrators or assigns, suitor or client. And also of, from, and against all defacements, cancelling, without the knowledge or consent of the said C. D., or of any person duly authorised by him; or otherwise wilfully mutilating any deeds, writings, evidences, instruments, books or papers of any description whatsoever, which shall belong to the said C. D., his executors or administrators, or to any suitor or client, who shall have deposited the same with the said C. D., or the said A. B. as his clerk. And, if the

said A. B., shall and do well and faithfully serve the said C. D. as his assistant, in the practice or profession of an attorney, solicitor, or conveyancer as aforesaid. Then, &c.

Condition of a Replevin Bond. (1)

NOW THE CONDITION of this obligation is such, that if the above-bounden A. B. shall and do appear at the next county court, to be holden for the county of _____, at the town of _____, on the _____ day of _____ next hereafter, and there prosecute with effect his suit, which he has commenced against F. T., for the taking and unjustly detaining, [*state the articles or goods distrained from the inventory annexed to the notice*], the goods and chattels of him, the said A. B.; and shall, and do make a return of the said goods, if a return of the same shall be adjudged. Then this obligation to be void, &c.

(1) This bond must be entered into with the sheriff.

Special Bail Bond.

KNOW ALL MEN BY THESE PRESENTS, that we, C. D., of, &c., [*the defendant in the action*] E. F., of, &c., and G. H., of, &c., [*the bail*] are held and firmly bound to I. K., esq. sheriff of the county of _____, in the penal sum of [*double the sum sworn to and endorsed on the writ*] of lawful money of Great Britain, to be paid to the said sheriff or his certain attorney, executors, administrators or assigns, for which payment to be well and truly made, we bind ourselves, and each of us for himself, in the whole, our, and every of our heirs, executors, and administrators, firmly by these presents; Sealed with our seals, dated the _____ day of _____, in the _____ year of the reign of our sovereign lord king George the fourth, by the grace of God, of the united kingdom of Great Britain and Ireland, king, defender of the faith, and in the year of our Lord 1825.

THE CONDITION of the above-written obligation is such, that if the above-bounden C. D. do appear, [*if in the King's Bench*] say "before our sovereign lord the king at Westminister, on," &c., of a plea of trespass, and also [*according to the ac etiam in the process*] [*if by original*] say, "do appear before," &c., on wheresoever, &c., to answer A. B., of a plea of, &c., [*as the plea is*]. [*If in the Common Pleas*] say, "before his majesty's justices, at Westminister, on _____, to answer A. B., of a plea of trespass," &c., [*or as the plea is*] [*if in the Exchequer, on a writ of Quo Minus*]

say, "before the barons of his majesty's Court of Exchequer, at *Westminster*, on next coming, to answer to A. B., the king's debtor, of a plea of trespass, whereby he is the less able," &c., or if on process of contempt, say, "before the barons, &c., [*as before*] to answer our said lord the king, of divers trespasses, contempts, and offences, by him lately done and committed. Then this obligation to be void, otherwise to remain in full force and virtue. (1)

Signed, sealed and delivered, by the
 above-named C. D., E. F., and G. H.,
 (being first duly stamped) in the pre-
 sence of

M. N.
 O. P.

(1) This bond is directed to be taken by stat. 23rd. Henry VI. chap. 9, and must be made to the sheriff himself, by his name of office.

To one bound for the Obligor in a Bail Bond.

WHEREAS, by a certain bond or obligation in writing, bearing date the day of 18 the said C. D., together with the above-bounden A. B. and another, became bound unto I. F., esq. sheriff of the county of in the penal sum of £. conditioned for the appearance of the said A. B. before at Westminster, on next, to answer E. F., in a plea of as in and by the said recited obligation and condition thereof, reference being had thereto, will more fully appear. NOW THE CONDITION of this obligation is such, that if the above-bounden A. B. shall appear, according to the condition of the said recited bond, to the sheriff, and, as the law in such case requires; and if he the said C. D., his heirs, executors or administrators, shall be saved harmless, and kept indemnified by him, the said A. B., his heirs, executors, or administrators, and his and their lands and tenements, goods, and chattels, of, from, and against all sum and sums of money, costs, charges, damages, and expenses, which he or any of them shall or may at any time hereafter be put unto, by reason of the said C. D. being bound for the appearance of the said A. B., as aforesaid. Then, &c.

Condition of a Bond to one bound for the Obligor in a Bond for Payment of Money.

WHEREAS, the above-named A. B., at the special instance and request of the above-bounden C. D., in and by a certain bond or obligation, bearing even date with the

above-written bond, is and standeth jointly and severally bound, together with the said C. D., unto E. F., of, &c. gentleman, in the penal sum of £. of lawful money of Great Britain, being the only proper debt of the said C. D., with a condition thereunder written, for making void the same, on payment by the said A. B. and C. D., or either of them, their or either of their heirs, executors, or administrators, unto the said E. F., his heirs, executors, or administrators, of the sum of £. with interest for the same, after the rate, &c. Now THE CONDITION of the above-written obligation is such, that if the said C. D., his heirs, executors, or administrators, do, and shall well and truly pay, or cause to be paid, unto the said E. F., his executors, administrators, or assigns, the said sum of £. with interest for the same, after the rate, on the day and time, and in manner limited and appointed in the condition of the said recited bond or obligation, for payment of the same, and according to the true intent and meaning thereof, and acquit, release, and discharge, and from time to time save harmless, and keep indemnified the said A. B., his heirs, executors, or administrators, of and from the said recited bond and obligation, and all sum and sums of money therein, and in the condition thereof mentioned, and thereupon to grow due, and from all actions, suits, costs, charges and payments, and all damages whatsoever, which he, they, or any of them shall or may, at any time hereafter be put unto by reason of the said A. B.'s being bound with the said C. D. for payment of the said sum of money and interest as aforesaid. Then, &c.

—◆—

*Special Bail Piece, before a Commissioner in
the King's Bench.*

In the K. B.

(1) Term, in the year of the reign of
king George the fourth.

(2) (To wit) C. D., of, &c., is delivered to bail on
a *cepi corpus*, to

Oath for	£.	}	E. F., of, &c.
l. K. attorney			and
for defendant.			G. H., of, &c.
			At the suit of A. B.

Taken and acknowledged conditionally, at , in
the county of , the day of , 1825.

Before me,

E. F.,
a commissioner.

(1) The term in which the writ is sued out.

(2) The county into which the writ is issued.

CONDITIONS.

Special Bail Piece, in Common Pleas.

Term, &c.

(To wit) *capias* (or *testatum capias*, in the
 county of) against C. D., late of, &c. at the suit
 of A. B., for l. upon promises [or as the plea is]
 returnable on

L. M.
 attorney
 for
 defendant. }
 Taken, &c.

The bail are E. F., of, &c.
 and
 G. H., of &c.
 Each of them in l.

CONDITIONS.

CONDITION is a restraint annexed to a thing, so
 that by the non-performance, the party to it shall re-
 ceive prejudice and loss ; and, by the performance, com-
 modity and advantage. West's Symb. part 1., lib. 2.,
 sec. 156.

CONDITIONS for a lease to be made and granted by
 A. B., esq., to C. D., of, &c., of all that messuage
 and farm called B., situate, &c.

Names of Fields.			
Arable.	a. r. p.	Pasture.	a. r. p.

The premises to be held for years, commencing
 from the day of , at and under the yearly
 rent of l., determinable, &c.

Landlord -RESERVES liberty of ingress, and to enter
 for the purpose of viewing the state and condition of the
 premises, and all timber and other trees, wood and un-
 derwood, with privilege for his servants and workmen to
 fell, convert, and carry away the same, and to dig saw-
 pits for the converting thereof. AND ALSO, all mines,
 minerals, stones and quarries, with power to work, get,
 and carry away the same ; and to erect engines to carry
 on and execute the work necessary for the said purpose,
 making reasonable satisfaction for all damages occa-
 sioned thereby, to be ascertained and awarded by two
 indifferent persons, one to be chosen by each party, or
 by their umpire, to be chosen in case of disagreement ;
 and also all the game and fish on the premises, with li-
 berty to sport thereon with servants and other attendants,
 doing no wilful damage thereby, and reserving also all
 other liberties necessary for the full enjoyment of the
 before-mentioned privileges.

Tenant.—To pay the rent quarterly, without any abatement, (except land-tax and chief rent).

And also the additional reserved rents of 40*l.* for every acre of meadow or pasture land, ploughed or ¹roken up, or sowed with hemp, rape, or flax-seed.

The further rent of 20*l.* for every acre of the clover, meadow, or pasture grounds that shall not be properly manured, or which the tenant shall wilfully mow for more than two years, (except in the alternate routine of his land, or according to the quality of the same), without manuring the same.

And also the rent of 20*l.* for every acre of the said land which the tenant shall not use according to the course of good husbandry. The first payment for the said additional rents (if any) to commence upon such of the said quarterly days as shall next happen after such increase of rents shall become payable, during the continuance of the said term (determinable as aforesaid).

Tenant.—To pay all tithes, taxes, and impositions payable during the said term, (determinable as aforesaid) except land-tax and chief rent, if any.

Tenant.—To keep and leave in good order and repair, the buildings, windows, doors, pales, rails, wickets, gates, and fences whatever, belonging to the said premises, being allowed timber in the rough, bricks, stone, slate, and lime, for such purpose; tenant conveying the same at his own expense. And also in the cold and wet parts of the farm, to make good and sufficient ditches, at least four feet wide from the centre of the hedge, and three feet deep, or of a proper depth according to the situation, for the purpose of conveying the water from off the same, and as often as need or occasion shall require, cleanse the same.

Tenant.—To permit landlord to view the premises, and in case tenant shall neglect to do any of the repairs, after having had one month's notice thereof, the landlord to be at liberty to do the same, and charge the costs thereof to the tenant, who shall pay the same at the first rent-day following, in default of which, the landlord to recover the same by distress, as in case of rent in arrear, or otherwise in the nature of liquidated damages.

Tenant.—To preserve all the timber and other trees growing upon the said premises, from being damaged or otherwise, under the penalty of 5*l.*; and to preserve all the hedges on the premises, and only to plash them at proper seasons of the year, and when the land is in tillage; and to leave all the young saplings that are likely to make timber; and to give notice to landlord,

or his agents of all hedges intended to be plashed that season, so that such saplings may be marked to stand, and tenant to forfeit 5*l.* for every one that may wilfully, or negligently, be injured or destroyed.

Tenant.—Not to mow any of the pasture or clover ground twice in any one year, so that he shall not be entitled to mow his clover seed for a crop of hay, in case the season should not permit the seeding of the same, and in case he shall mow any of the pasture or clover ground for two years together, tenant shall, in every such case, manure the same, by laying twelve good cart loads of rotten dung, or with other good manure, to each and every acre.

Tenant.—Not to take more than one crop of grain or pulse from off any of the land allowed to be ploughed on the breaking up thereof, before the same shall be well, properly, and in an husband-like manner, summer fallowed, which fallow to be performed in the next summer by at least four ploughings, and sufficient harrowings between each ploughing, and not to take more than one crop after such fallow, before the same shall be laid down again, except a turnip crop (to be well hand-hoed) or some other vegetable, (potatoes excepted), to be eaten or consumed on the premises in a green state, or ploughed under for manure, the land so fallowed to be sown with barley the spring following, then to be laid down with 14*lbs.* of good sound seeds per acre (1).

Tenant.—To manure the lands when fallowed with twelve good cart-loads of well reduced rotten dung, or two waggon loads of well burnt lime to each acre, or with some other purchased manure of equal value thereto.

Tenant.—To use and employ all the lands not hereinbefore restricted from being ploughed in the best and most approved mode of husbandry adapted and suited to the nature and quality of the lands, making equal odd marks of different kinds of grain and fallow every year.

Tenant.—Not to sow any rape, flax, or hemp seed.

Tenant.—To spend yearly all the straw, fodder, and haum, properly reduced into muck, on the premises, in

(1) Here may be added the proportion thus, “in the following proportions, viz. 5*lbs.* of white Dutch clover, 9*lbs.* of red clover, 1 peck of fine rye grass, or 4*lbs.* of white Dutch, 4*lbs.* of tressil, and 6*lbs.* of red clover, at the option of the tenant;” and then may follow, “the lands not to be broken up again before the Michaelmas seedness, after the expiration of two years from the time of laying down, except the seeds should fail; in which case, with the consent of the landlord, the land to be sown with beans in the spring previous to the time stipulated for breaking up, and afterwards sown with wheat; first being limed with 5 tons of good well burnt lime to each acre so sown, and afterwards fallowed in the regular course above mentioned.

the fold yard, and on such parts of the premises as most need requires, and, at the end of the term, leave in the fold yard all the straw and compost fodder and muck, for the benefit of the landlord or his in-coming tenant, without any remuneration for the same.

Tenant.—Not to have more than acres of wheat, or winter corn at the Michaelmas seedness previous to quitting, and that to be upon clover leys or fallow, well and properly prepared, and manured as before mentioned, and to reap, bind, and set up the same, in a barn or stack yard upon the premises, with liberty to thrash out the same, on or before the day of next ensuing the time of quitting, leaving the straw and chaff arising therefrom, for the benefit of the landlord, and thraves of the same properly tied up.

Tenant.—To hay up the clover of the first year's growth on the 1st December, and the meadow ground on the 2nd February previous to the expiration of the term.

Tenant.—To permit landlord, or the in-coming tenant in the last year, to enter upon the arable as soon as crops taken off, to plough and manure the same, and to have one convenient lodging-room, and the joint use of the kitchen, in the dwelling-house, for landlord's servants to lodge and diet in, without extinguishment of rent.

Tenant.—To permit landlord to plant in the hedge rows, and to prevent the young trees from being destroyed by cattle.

Tenant.—Not to take in any cattle or sheep to agist, under a penalty of 40s. for each beast, and 5s. for each sheep.

Tenant.—To preserve the game, and forewarn all persons from sporting, and permit actions to be brought in tenant's name against trespassers in any way whatever on the said premises, at landlord's expense.

Tenant.—Not to underlet or assign the said premises, or any part thereof.

Tenant.—To lay upon the premises in each year, at least good waggon load of good clod lime.

Tenant.—To keep a dog for landlord, and not any other person except with landlord's consent.

Tenant.—To perform day's carriage in every year for the use of the landlord, gratis, with a team of five horses, for repairs or otherwise, as the landlord may require, in case of his residence.

Tenant.—To lay out in each year per cent. on the said yearly rent, in draining, watering meadows, or other permanent improvements, to be verified by vouchers, to the satisfaction of landlord; but to be made subject

CONDITIONS.

to the approval of the landlord in all cases, and the quantum of expense for such improvement to be fixed and ascertained by the landlord before made, who shall make a fair allowance (1).

MEMORANDUM.—The said A. B. agrees to let, and the said C. D. agrees to become tenant of the before-mentioned farm, lands, and premises, for the term and upon the conditions hereinbefore stated, and to be contained in the lease to be forthwith prepared and executed by them. As witness their hands, this day of 1825.

(1) Here may be added—"Tenant to reside on the premises under the penalty of 50*l.* for every month's absence without leave of the landlord.

Conditions of Sale.

I. THAT the highest bidder shall be declared the purchaser; and if any dispute shall arise between two or more bidders, the estate shall be immediately put up again.

II. That no person advance less than pounds at each bidding.

III. The purchaser is to pay down immediately into the hands of the auctioneer, a deposit of fifteen pounds per cent. in part of the purchase-money, and sign an agreement for payment of the remainder, on or before the 25th of December, 1825, upon having a good title. All out-goings to be cleared to that time.

IV. The purchaser shall have a proper conveyance, at his own expense, on payment of the remainder of the purchase-money, agreeably to the third condition; possession will be given, on completion of the purchase, of such part as is in hand, and the purchaser will be entitled to the rents and profits from the 25th December, 1825; but if, from any cause whatever, the completion of the purchase shall be delayed beyond the 25th December, 1825, the vendor shall be entitled to interest on the purchase-money, as well as the valuation of the timber, &c. at four per cent. per annum, from that day to the day of payment.

V. The purchaser to take all timber and timber-like trees, tellers, and pollards, down to one shilling a stick, and that inclusive; also the coppice and underwood, by valuation; such valuation to be made by two proper persons, (one to be appointed by the vendor, and the other by the purchaser), or their umpire, on or before the of 18 and the amount paid on completing the purchase of the estate.

VI. The auction-duty of seven-pence in the pound, to be equally borne by the vendor and purchaser.

VII. The quantities in this particular are believed to be accurately stated, but the vendor will not warrant the precise quantity, and the purchaser must take the same at the quantity stated, be it more or less; any other error or mis-statement shall not, on any account, annul the sale, but a proportionate allowance be made either by the vendor or purchaser, as the case may require, according to the average of the whole purchase-money, (on such error or mis-statement being proved), and the quantum of such allowance shall be ascertained by reference in the usual way.

Lastly. Upon failure of complying with the above conditions, the money deposited shall (at the expiration of the time before limited) become forfeited to the vendor, who shall then be at full liberty (with or without notice) to re-sell the estate; and if on such re-sale there should be any deficiency, the purchaser at this sale, neglecting to comply with these conditions, shall make good such deficiency to the vendor, and all expenses attending such re-sale.

Conditions for the Sale of Timber.

I. THAT there shall be two bidders at the least, and the highest bidder to be the purchaser, at the expiration of three minutes from the preceding bidding, provided the same shall exceed, or be as much as a sum to be mentioned in a paper scaled up and laid upon the table for each lot so specified previous to the commencement of sale, and if any dispute shall arise, the same lot shall be put up again for sale.

II. That no person shall advance less than *l.* at each bidding.

III. That the purchaser of each lot shall immediately pay down a deposit of 10*l.* per cent. in part of the purchase money, and the remainder on the day of 18

IV. That the purchaser of each lot shall enter into proper articles agreeable to these conditions, at the joint expense of himself and the vendor, and also shall and will, within four days from this day, at his own expense, enter into a bond, with sufficient security, to be approved by vendor, at his house in, &c., for payment of the remainder of the purchase-money, according to the third condition above mentioned, and also for the performance of these conditions; and, until such security is given, the timber, trees, and other wood, and every part thereof, to be considered as the property of the vendor, whether fallen or not.

V. That the purchaser, his servants and agents, shall

have power to enter on the premises where the trees are growing, and shall, at his own expense, properly axe, fall, and cut down the said ash, underwood, on or before the day of, &c., and also shall cut down the said timber and other trees and butts, and top the same, on or before, &c., without doing any wilful damage to the saplings or other wood, in the coppices, hedges, fences, or premises, and the said timber and other trees stocked, and the roots and spuries get out of the ground in a fair and workmanlike manner; but such of the trees as grow on the banks of the brooks, gutters, or rivulets, to be axe fallen, in such manner as the vendor shall direct, so as to prevent the banks of the same from being broken or fallen in.

VI. That the whole of the said ash, underwood, shall be cleared off the said coppices and premises, on or before the said day of and the whole of the timber or other trees, bark, cordwood, and wood arising from the said timber trees, shall be cleared off the said lands and premises, *by the usual and proper roads to the same*, on or before, &c., until which time the purchaser shall have the usual privilege of sinking saw-pits, and getting turf in such places to be appointed by the vendor or his agent for that purpose, for converting the said timber, and coaking the cordwood, not doing any wilful damage to the saplings or other wood growing on the said coppice and premises; such saw-pits so to be made as aforesaid, shall be properly fenced or covered, and shall, immediately after the converting of such timber, be filled up at the expense of the purchaser, except as hereinafter mentioned; and such of the ash, underwood, or other trees, cordwood or other wood, as is, are, or shall be then remaining on any part of the said lands and premises, shall be forfeited to the said vendor, as and for a compensation for such damage as shall be occasioned thereby.

VII. That the said purchaser shall have the boughs and tops of the said timber and other trees cut off and laid on the bodies thereof, or under the hedges and fences, by which the least damage can be done to the crops of grain, within three days after such being fallen, and shall not work nor carry away any part of the said timber or other trees, till after such crops of grain are cut or carried, except the bark of such timber or other trees which the purchaser shall have carried from and off the said crops of grain, without taking any horse or carriage on such crops for such purpose.

VIII. That the purchaser shall allow five stakes for every tree fallen in the hedge-rows or fences, to make up the gaps in the said fences where such trees are so

fallen as aforesaid; and also a full compensation for all damages sustained in falling such ash, underwood, timber, and other trees (except such as is necessary and reasonable).

Lastly. That if the purchaser shall refuse, fail, or neglect to perform the several conditions hereinbefore stated, the deposit-money shall be forfeited to the vendor, who shall be at liberty either to enforce the present contract, or to re-sell the timber or other trees as aforesaid, by public auction or private contract, and the deficiency, if any, of such second sale, together with the charges attending the same, shall be made good by the defaulter at this present sale.

Conditions of Sale under an Enclosure Act.

I. THE auctioneer shall be at liberty to put up the respective lots at such sums as he shall think proper, and when the sums bidden shall amount to 20*l.*, no person shall be allowed to advance less than 1*l.* at each bidding; above 50*l.*, not less than 2*l.* at each bidding; and above 100*l.* not less than 5*l.* at each bidding.

II. There shall be one reserved bidding for each respective lot, which bidding shall be vested in the commissioner, or whomsoever he shall appoint, and such person shall be at liberty to bid once for each lot, and no more.

III. The best or highest bidder for each respective lot, (subject as hereinafter mentioned) shall be declared the purchaser; and if any dispute shall arise respecting the sale of either lot, the same shall be immediately put up again for sale.

IV. If there be any error or mis-statement in the description or quantity of any part of the foregoing lots, such error shall not annul the sale; but an equivalent shall be paid by, or allowed to, the purchaser, as the case may require, according to the average of the whole purchase money, such equivalent to be settled by the commissioner.

V. The purchaser of each lot shall, immediately upon being declared the best bidder, pay the auction-duty to the auctioneer, and to the commissioner named in the act, one-tenth part of the purchase money for each lot, according to the directions of the said General Enclosure Act, in part of the purchase money; and if the purchaser of such lot shall fail to comply immediately with these conditions, the sale shall be void, and the auctioneer shall be at liberty forthwith to put up the same lot again for sale, under the several conditions herein contained.

VI. That the remainder of the purchase-money shall be paid within three months next after this sale, agreeably to the direction of the said last-mentioned act.

VII. That every allotment for which the full purchase-money shall be paid, shall immediately thereupon be absolutely discharged of and from all common and other right thereon, or therein, and be enclosed and thenceforth held in severalty by the purchaser or purchasers thereof respectively, as his, her, or their private and absolute property in fee-simple, and shall accordingly be so allotted by the said commissioner.

VIII. If the purchaser of any lot shall refuse or neglect to complete the purchase, according to these conditions, the deposit-money shall be forfeited, and the sale shall be void, and the commissioner shall be at liberty to put up such lot again to public sale or private contract; and if at such second sale, the same shall be sold for a less sum than at this present sale, the purchaser or purchasers thereof at this present sale, shall, over and above forfeiting the said deposit-money, make good such deficiency, and also pay all such costs, charges, and expenses as shall attend such second sale.

IX. That the purchaser or purchasers of any lot or lots, shall enter into articles of agreement for completing the purchase thereof, to be prepared by L. M., the clerk to the commissioner, at the joint expense of such commissioner and the purchaser or purchasers.

X. The expenses of conveyances, (if required), of any lot or lots, shall be paid by the respective purchasers thereof.

XI. If the purchaser of any lot shall be desirous of making an exchange of such lot, for an allotment upon any other part of the common, and the same can be effected consistently with the general convenience of all parties interested in the allotments of the common, the commissioner will endeavour to accommodate such purchaser by making such exchange.

Inn, in in the county of
the 3d of February, 1825.

I, the undersigned A. B., the commissioner named and appointed by the B. Enclosure Act, having, pursuant to such act, as also by the General Enclosure Act, and in consequence of public advertisement given in such manner as by the said acts are directed, this day put up to sale by the several lots and premises in the foregoing particular described, being part of the waste lands directed to be enclosed, and marked or numbered upon the map thereof, with the figures in the foregoing particulars set forth, do hereby acknowledge to have received

of the sum of by way of deposit, on account of the purchase-money for lot on the said map, and in the said particulars mentioned; and I the said do hereby declare that I have become the purchaser of the said lot on the said map, and in the foregoing particulars mentioned, by at or for the price or sum of and I do hereby also promise and undertake to pay the residue of the said purchase-money, being to the said commissioner, on the day of next, and to complete my purchase agreeably to the before-mentioned conditions of sale, and that I will make such fences to the said lot as the said commissioner shall direct.

Conditions of Sale of an Advowson and Freehold Estates, sold in Lots.

I. THE highest bidder for each lot to be the purchaser thereof, but if any dispute shall arise between two or more bidders as to the last or best bidding, the lot in dispute shall be immediately put up again and re-sold.

II. That no person advance less than 100*l.* at each bidding for lot I.; 50*l.* for lot II.; 20*l.* for lot III.; and 10*l.* for lot IV.

III. That each purchaser shall pay down immediately into the hands of the auctioneer a deposit of 15 per cent. in part of the purchase money, and sign an agreement for payment of the remainder, on or before the day of next, upon having a good title made at the vendor's expense.

IV. The purchasers shall have proper conveyances, at their own expense, on payment of the remainder of the purchase money, according to the last condition, and the expense of getting in any out-standing terms shall be borne by the purchaser.

V. There being a duty of seven-pence in the pound, charged upon estates sold by auction; and the auctioneer being empowered to demand and receive the same, from either the vendor or purchaser, the conditions of this sale are, that the said duty shall be equally borne by the vendor and purchaser; and that the purchaser shall pay his moiety thereof to the auctioneer, immediately at the close of the sale.

VI. The purchaser of the largest lot in money to have the custody of the title deeds, on entering into the usual covenants with the other purchasers, and such other person or persons as shall be entitled thereto, for the production of such deeds, at the expense of the person or persons requiring the same; and all attested copies which may be required of any of the title deeds shall be

had and made at the expense of the person or persons requiring such copies.

VII. That the timber and other trees upon the said estate shall be taken to by the purchaser thereof, at the value which has been fixed upon the same by Mr. and which value will be declared at the time of sale, and so to be paid in addition to, and at the same time with the remainder of the purchase money.

VIII. As the quantities of the parcels set forth in the foregoing particulars were ascertained from actual admeasurement, the same are believed to be correct, but the vendor will not warrant the precise quantities, and the purchasers must take to the estates, whether the same be more or less in quantity altogether than stated in the particulars.

Lastly. That if either purchaser shall neglect or refuse to comply with these conditions, his or her deposit money shall be actually forfeited to the vendor, who shall thereupon be at liberty to re-sell the estates, either by public auction or private contract, or otherwise as the vendor shall think proper, and the deficiency, if any, occasioned by such re-sale, together with all expenses attending the same, or which may have been the consequence thereof, shall immediately after the re-sale be made good to the vendor by the person or persons so neglecting or refusing to comply with the said conditions of sale as aforesaid; and in case of non-payment of the same, the same shall be recoverable as in case of liquidated damages.

Memorandums to be written at the foot of Conditions of Sale, the first to be signed by Auctioneer or Agent of the Vendor, and the other by the Purchaser.

I do acknowledge that hath this day been the highest bidder, and became the purchaser of lot as described in the particulars of sale annexed hereto, at the sum of and that he has paid into my hands the sum of as a deposit and in part of the purchase money; and I do hereby agree and declare, that the said particulars, and the several conditions subjoined thereto, on the part of the vendors, are and shall be considered as the terms and conditions of the said sale on their part, and be by them fulfilled and observed accordingly. As witness my hand, the day of 1826.

I do hereby acknowledge that I have this day purchased by public auction, the lot as described in the annexed particulars of sale, upon and subject to the

conditions thereto subjoined, at the sum of And
I do hereby engage to perform the said conditions on
my part accordingly. As witness my hand, this
day of 1826.

*Conditions of Sale of Freehold Estates, reserving
Commonable Rights.*

I. THE estates shall be put up in the lots, and in the order inserted in the particular, or such other as shall be agreed upon at the time of sale.

II. The highest of two or more bidders for each lot to be the purchaser.

III. No person shall advance less than 2*l.* on each bidding, when the sum bid shall be under 100*l.* nor less than 5*l.* when the sum bid shall amount to that sum and under 500*l.* nor less than 10*l.* when the sum bid shall amount to 500*l.* or more.

IV. One reserved bidding shall be vested in the vendors, whose agent shall be at liberty to bid once for each lot, and no more. And the vendors also reserve to themselves all waste lands and commonable rights, belonging or appertaining to the estates intended to be sold at this present sale.

V. One minute shall be allowed between each bidding, and if no person advances upon the last bidder in that time, the auctioneer shall be at liberty to strike the lot down, and declare the last bidder to be the purchaser, but the biddings to remain open until such declaration.

VI. If any dispute shall arise amongst the bidders for any lot, such lot shall, if the vendors choose it, be put up again.

VII. The purchaser of each lot shall take the same subject to such valuation of timber, and to land-tax and other outgoing, as mentioned in the particular; the amount of such valuation for timber, shall be paid for at the time of completing the purchase, over and above the amount of the sum bid for each lot.

VIII. The purchaser of each lot shall immediately pay to the auctioneer, the duty payable to government, on account of the sale thereof by auction.

IX. The purchaser of each lot shall immediately pay to the vendors or their agent, a deposit of 10*l.* per cent. in part of the purchase money, and enter into articles to be prepared by Mr. at the joint expense of the

vendors and purchasers, (subject to these conditions) to pay the remainder, on or before the day of on having a complete title made to him, and a proper conveyance executed, when the purchaser shall be entitled to the possession of the estate, discharged of all taxes and other outgoings to that time.

CONDITIONS.

X. The vendors shall, at their expense, deliver to each purchaser, or his attorney, on or before the day of next, a proper abstract of the title: the purchaser of the greatest part of the estate, to be computed according to the amount of the purchase-money, will be entitled to the custody of the title-deeds provided the whole is sold, on such purchaser executing the usual deed of covenant for the production thereof; such deed to be prepared at the expense of the person or persons requiring the same; and all copies of deeds required by the purchasers to be paid for by them respectively.

XI. The conveyance shall be prepared and perfected by and at the expense of the purchaser; any fine or recovery judged necessary by counsel to complete the title, and the assignment of all terms, (not already assigned to attend the inheritance) shall be done at the expense of the vendors.

XII. Every purchaser who shall fail, neglect, or refuse to comply with these conditions, shall forfeit his deposit-money to the vendors, who shall be at liberty to resell the lot or lots; and if upon such second sale the premises shall not sell for so much as on the first sale, the deficiency shall be made good by such defaulter, who shall also pay all costs, charges, and expenses attending the same; but in case the vendor cannot make out a good title, the deposit-money and the king's duty shall be returned by the vendors to the purchaser, with interest for the same, after the rate of 5*l.* per cent. per annum, from the day of payment to the day of re-payment thereof.

N. B. The whole estates are subject to tithes.

Memorandum to be signed by Vendor and Purchaser.

MEMORANDUM that the messuage and hereditaments mentioned and comprised in lot in the foregoing particular and conditions of sale, mentioned and referred to, having been put up to sale by public auction, under the terms and conditions before mentioned; A. B., of, &c., in the county of, &c., became the highest bidder for the same, at the sum of *l.* Now therefore the undersigned C. D., do hereby agree to sell unto the said A. B. And the said A. B. doth hereby agree to purchase the same under the terms and conditions aforesaid, at and for the said sum of *l.*; and at the same time the sum of *l.* was paid to the said C. D., as the deposit-money for the same. Witness the hands of the said C. D., and A. B., the day of 1826.

Conditions of Sale of a Copyhold Estate.

I. THE highest bidder to be the purchaser, and if any dispute arise between two or more bidders, the lot to be immediately put up again and re-sold.

II. That no person advance less than five guineas at each bidding.

III. The purchaser to pay down immediately into the hands of Mr. _____, a deposit of 25*l.* per cent. in part of the purchase-money, and sign an agreement to pay the remainder within one month from the day of the sale, up to which time all out-goings will be cleared, and the purchaser shall have possession.

IV. On payment of the remainder of the purchase-money, according to the third condition, the purchaser shall have a proper surrender, at his own expense: the vendor will deliver to the purchaser an abstract of his title: all attested copies, that may be required, to be had at the purchaser's expense.

V. Should the completion of the purchase be delayed, on any account whatever, beyond the time mentioned in the third condition, the purchase-money shall be laid out in the purchase of exchequer bills, to be deposited in the hands of the auctioneer until the completion of the purchase.

VI. The timber to be taken at a valuation, down to one shilling per stick—to be valued in the usual manner.

VII. If any error or mis-statement be made in this particular of sale, as to the description of property sold, such error or mis-statement shall not invalidate the sale, but the vendor or purchaser, as the case may require, shall pay or allow a proportionate sum, according to the average of the whole of the purchase-money, as a compensation either way.

Lastly. If the purchaser shall neglect or fail to comply with the above conditions, the deposit-money shall (at the expiration of the time before limited), become forfeited to the vendor, who shall then be at liberty to re-sell the said property, either by public or private sale, and the deficiency (if any) by such re-sale, together with all charges attending the same, shall be made good by the defaulter at this present sale, as and for liquidated damages.

Memorandum written under the Conditions.

It is hereby agreed and declared, between and by the vendor of the estate mentioned in the foregoing particular of sale, [*if the agent attends, say by A. B. of, &c., his agent*] and C. D., of, &c., that the said C. D. has become the purchaser of the hereditaments mentioned

CONDITIONS.

and comprised in the foregoing particular, and that the sum of £. hath been paid down by the said C. D., to the said A. B., by way of deposit, and in part of the said purchase-money. And that the said particular and the following conditions of sale, shall be taken as the terms of agreement for the sale and purchase respectively, and enter into articles as soon as the same can be prepared for completing the purchase, agreeable to the said conditions of sale. WITNESS, &c.

—♦—

Conditions of Sale of a Leasehold Estate.

I. THAT the highest bidder shall be declared the purchaser, and if any dispute shall arise between two or more bidders, the estate shall be immediately put up again.

II. That no person advance less than 10%. at each bidding.

III. That the purchaser shall pay down immediately into the hands of Mr. _____, a deposit of 20%. per cent. in part of the purchase-money, and sign an agreement for payment of the remainder, on or before the _____ to which time all out-goings will be cleared; but in case any delay, from any cause whatever, should arise to prevent the completion of the contract, on or before the said _____ then the purchaser is to pay interest on his remaining purchase-money, at the rate of 5%. per cent. per annum; but nevertheless, this stipulation to be without prejudice to the vendor's right to insist on the performance of the last condition.

IV. The purchaser to have a proper assignment of the leases (at his own expense), on payment of the remainder of the purchase-money, agreeably to the third condition; and possession will be given on completing the purchase; but the vendors are not to give any other title than the leases and assignments thereof, with all usual covenants; and the purchaser shall not be entitled to require or call for the title of the lessor; and if any deeds, certificates, or other documents (not in the vendor's custody) shall be required to be produced, the same to be at the purchaser's expense; and all attested copies, and deeds of covenants for production of deeds, to be also at the purchaser's expense.

V. There are various articles of fixtures, (an inventory whereof will be produced at the time of sale), which the purchaser is to take at a valuation, to be made thereof by two referees, or their umpire, and paid for at the time of completing the purchase of the estate; and the purchaser may be accommodated with all or any part of the furniture, at a like valuation.

VI. The auction-duty of seven-pence in the pound, to be equally borne by the vendor and purchaser.

VII. If, through mistake, any article is mis-stated or omitted in this particular, such error or errors shall not vitiate the sale; but the purchaser or vendor, as the case may happen, shall pay or allow a proportionate value, according to the average of the whole purchase-money, as a compensation either way.

Lastly. Upon failure of complying with the above conditions, the money deposited shall (at the expiration of the time before limited), become forfeited to the vendors, who shall then be at full liberty (with or without notice) to re-sell the estate; and if on such re-sale there should be any deficiency, the purchaser at this sale, neglecting to comply with these conditions, shall make good such deficiency to the vendors, and all expenses attending such re-sale.

Conditions of Sale of a Fee-Farm Rent.

I. THE highest bidder to be the purchaser, and if any dispute arise between two or more bidders, the lot to be immediately put up again.

II. No person is to advance less than 10*l.* at each bidding.

III. The purchaser is to pay down immediately a deposit of 20*l.* per cent. in part of the purchase-money, and sign an agreement for payment of the remainder on or before the day of

IV. The purchaser shall have a proper assignment of the lot, at his own expense, on payment of the remainder of the purchase-money, agreeably to the third condition, and to be entitled to the rent from

V. There being a duty on all sales of estates, &c., of seven-pence in the pound, the lot comprised in this particular is to be sold, subject to the seller paying one moiety of the said tax, and the buyer the other, exclusive of the sum the said lot shall be sold for.

VI. If through any mistake the lot should be improperly described, or any error or mis-statement be inserted in this particular, such mistake or error shall not vitiate the sale; but the vendor or purchaser, as the case may happen, shall pay or allow a proportionate value, according to the average of the whole purchase-money, as a compensation either way.

Lastly. If the purchaser shall neglect or fail to comply with the above conditions, the deposit-money shall be forfeited, and the vendor shall be at full liberty to re-sell the said lot, and the deficiency, if any, arising by such second sale, together with all charges attending the same, shall be made good by the defaulter at this present sale.

Conditions¹⁷ of Sale of the Reversion of Trust Money.

I. THAT the highest bidder shall be declared the purchaser, and if any dispute shall arise, the lot shall be immediately put up again.

II. That no person advance less than five pounds at each bidding.

III. That the purchaser shall lay down immediately into the hands of Mr. , a deposit of twenty pounds per cent. in part of the purchase-money, and sign agreements for payment of the remainder, on or before the day of

IV. That upon payment of the remainder of the purchase-money, according to the third condition, the purchasers shall have proper assignments, at their own expense; and any attested or other copies, or extracts from deeds and covenants to produce, shall be paid for by the purchasers.

V. The auction-duty of seven-pence in the pound to be equally borne by the vendor and purchasers.

Lastly. Upon failure of complying with the above conditions, the money deposited shall (at the expiration of the time before limited) be actually forfeited to the vendor, who shall then be at full liberty (with or without notice) to re-sell the said reversionary interests, either by public auction or private contract; and if on such re-sale there should be any deficiency, the purchasers at this sale, neglecting to comply with these conditions, shall make good such deficiency to the vendor, and all expenses attending such re-sale; and in case of non-performance of the same, the whole thereof shall be recoverable by the vendor, as and for liquidated damages, without the necessity of previously tendering the conveyance to the purchasers.

Conditions on the Sale of an Estate in Gavelkind.

I. THAT the highest bidder shall be the purchaser; and if any dispute shall arise between two or more bidders, the estate shall be immediately put up again.

II. That no person advance less than ten pounds at each bidding.

III. The purchaser is to pay down immediately into the hands of Mr. , a deposit of fifteen pounds per cent. in part of the purchase-money, and sign an agreement for payment of the remainder, on or before the day of upon having a good title. All out-goings will be cleared to that time.

IV. An abstract of the title shall be delivered to the

purchaser, who shall have a proper conveyance, at his own expense (on payment of the remainder of the purchase-money, agreeably to the third condition; and shall be entitled to the rents and profits on completion of the purchase.

V. That the title deeds which relate to this estate only, in the possession of the vendors shall be delivered to the purchaser; but all attested copies of deeds relating thereto, and to other estates of greater value, which shall be required by the purchaser, shall be made and delivered to him at his own expense; and if there are any terms of years affecting this estate, which have been once assigned to attend the inheritance, and the same, or any of them, shall be required by the purchaser, such terms shall be got in and assigned or surrendered at his expense; but the same shall not delay the completion of the purchase according to the third condition.

VI. The auction duty of seven-pence in the pound, to be equally borne by the vendor and purchaser.

VII. If, through mistake, any article be mis-stated or omitted in this particular, such error or errors shall not vitiate the sale; but the purchaser or vendor, as the case may happen, shall pay or allow a proportionate value, according to the average of the whole purchase money, as a compensation either way.

Lastly. Upon failure of complying with the above conditions, the money deposited shall (at the expiration of the time before limited) become forfeited, and the vendor shall then be at full liberty (with or without notice,) to re-sell the estate; and if, on such re-sale, there should be any deficiency, the purchaser at this sale, neglecting to comply with these conditions, shall make good such deficiency to the vendor, and all expenses attending such re-sale.

Notice to the Auctioneer of the Appointment of a bidder to buy in Premises of the Owner.

Mr. A. B., auctioneer,

TAKE NOTICE that I, the undersigned C. D., of, &c., the proprietor of the messuage and hereditaments advertised to be sold by auction this day by you, at, &c., have appointed Mr. E. F. to bid for the same, and that if he shall buy in the same premises at such sale, it will be solely on the account and for the use of me, the said C. D., the owner thereof. Dated, this
day of 18

Witness,

Notice to be signed by the Person appointed to buy in the Premises.

Mr. A. B., auctioneer,

TAKE NOTICE that I, the undersigned E. F., have accepted the above appointment, and that if I shall bid for or buy in the above-mentioned premises advertised to be sold by auction by you this day, the same will be bid for, purchased, and bought in by me, for the sole use of the said C. D., as the owner or proprietor thereof (1).

Dated this day of 182 .

Witness,

E. F.

(1) These notices may be written on the same sheet of paper, and should be annexed by the auctioneer to his auction sheets, and delivered to the excise office, in case the premises are bought in.

Receipt sometimes endorsed at the foot of Conditions of Sale.

RECEIVED of A. B., of, &c., (being the purchaser of the hereditaments mentioned in the foregoing particulars of sale) the sum of l. as the deposit, and in part of the purchase-money, or sum of l. for the said premises, under and subject to the conditions of sale before stated. As witness my hand, the day of 18 (1).

(1) The auctioneer, vendor, or his agent, will sign this.

Memorandum to be signed by a Vendor or his Agent, and Purchaser, at the End of Conditions of Sale.

MEMORANDUM that the messuages, lands, tenements, and hereditaments in the foregoing lots and conditions of sale, mentioned and referred to, having been put up to sale by public auction, under the terms and conditions before-mentioned, A. B., of, &c., became the highest bidder for the premises comprised in the first lot, for the sum of l.; and for the premises comprised in the fourth lot, for the sum of l. Now, therefore, the undersigned T. U. as attorney for, and on the behalf of the said T. B., duly authorised and appointed, doth hereby agree to sell. AND the said A. B., for himself, his heirs, executors, and administrators, doth hereby agree to purchase the said first and fourth lots, at the said sums of, &c. respectively, under the terms and conditions aforesaid; and at the same time the two several sums of l. and l. were paid A. B. to the said T. U., as the deposit money for the said first and fourth lots respectively. Witness the hands of the said parties the day of

18 .

Witness,

COPARTNERSHIP.

COPARTNERSHIP is when two or more persons agree to come in share and share alike, or in any other proportion to any trade or bargain: these are partners in trade.

Partners are joint tenants in all the stock and partnership effects, and they are so, not only of the particular stock in being at the time of entering into the partnership, but they continue joint tenants throughout, whatever changes may take place in the course of trade, for if it were otherwise it would be impossible to carry on partnership trade. 1 Ve. 242.

In order to constitute a copartnership, and to make a person liable as a partner, there must be an agreement between him, and the ostensible person, to share in all risks of profit or loss, or he must have permitted him to use his credit and to hold him out as liable with himself. Doug. 371.

But although partners are joint tenants, yet there is no right of survivorship between them, and therefore there is no necessity to provide in the copartnership deed against any survivorship, it being a maxim of the common law, *jus accrescendi mercatoribus cocom non habet*, and this is for the benefit of commerce, that the fruits of each person's labor and industry should go to his executors or administrators for the benefit of his children and family. Vin. 217.

Articles of Copartnership between two Attornies.

ARTICLES OF AGREEMENT, &c. between A. B. of
one of the attornies of his majesty's court
of at Westminster, of the one part, and C.
D. of , one other of the attornies of his majesty's said court of , of the other part.

WHEREAS, the said A. B., for the consideration hereinafter mentioned, hath agreed to admit the said C. D. to be a copartner in profit and loss in the proportions hereinafter mentioned with him the said A. B. in the business or profession of an attorney, and of a solicitor and conveyancer, and in all business common or incident thereto, or to either of them, and in all other business that he the said A. B. shall be concerned or employed in, for the term of years, to be computed from the date of these presents, (if both of them the said A. B. and C. D. shall so long live,) the same to be

A. B. and
C. D. mu-
tually co-
venant to
become
partners.

The busi-
ness to be
carried on
in the name
of A. B.

who is to
be allowed
a yearly
consum in con-
sequence ;

managed and carried on in the joint names of the said A. B. and C. D. at their dwelling house and office in *Lincoln's Inn* aforesaid, subject to and under the several covenants, provisos, and agreements hereinafter contained. NOW THESE PRESENTS WITNESS, That in pursuance of the said recited agreement, and in consideration that the said C. D. hath agreed to employ his whole time in the management of the said business, in promoting and conducting the same to the utmost of his skill, to the said A. B. for himself, his heirs, executors, and administrators, doth hereby covenant, promise and agree to and with the said C. D. his executors and administrators ; and the said C. D. for himself, his heirs, &c., doth hereby covenant, promise, and agree to and with the said A. B. his executors, &c., in manner and form following ; (that is to say,) That they the said A. B. and C. D. shall and will become, continue, and be copartners together in profit and loss, in the proportion hereinafter mentioned, in the said business or profession of attorneys and solicitors, in the carrying on, prosecuting, managing, and defending all and every suit and suits at law and in equity, which he the said A. B. is already concerned in, and which they the said A. B. and C. D. or either of them, at any time during the said copartnership shall be concerned in ; and in perusing, drawing, and settling all and every such deeds, titles, writings, conveyances, and other instruments whatsoever, which they the said A. B. and C. D. or either of them shall be employed about during the said copartnership, and all procurations, gratuities, rewards, and in all other business common or incident to the business or profession of an attorney, solicitor, or conveyancer, or in which they or either of them shall be employed, (save and except as hereinafter mentioned or excepted,) for the term of years, to be computed from the day of the date of these presents, (if they the said parties shall so long live,) to be carried on at the dwelling house and office of the said A. B. before mentioned, in the same manner as the same is now carrying on there ; and that the said A. B. during so long as the said business shall be carried on in his present or any other house he may hereafter, at any time, during the said term of years, reside in, be paid and allowed, yearly and every year, at and after the rate of £. per annum, for and toward the rent and taxes of the office, and of such part of the dwelling house as is usually employed in and upon the account of the said business, in the same manner as such business hath been lately carried on there, and for the usual necessary coals, candles, attendance of servants,

and the usual entertainment of clients, and other persons in any wise relative to the said partnership business. And also at and after the rate of £. per annum , for the board of the said C. D., at such times and in such manner as he hath been usually dieted, during such time as he shall continue to be dieted there; and also for the board of W. X. and S. W. (at present employed by the said A. B.) in such manner as they are now dieted, during such time as they shall be so employed therein, and shall be dieted by the said A. B. as also for the board of C. D. &c.

THAT neither of them the said A. B. or C. D. shall or will, at any time during the continuance of this copartnership, carry on, prosecute, or defend any suit or suits at law or in equity, or make any conveyances, deeds, writings or securities, or transact or do any other affairs or business incident or belonging to the profession of an attorney, solicitor, or conveyancer, for any profit or advantage on his own separate account, or for or on any other account than for the joint benefit of the said A. B. and C. D. in the proportion hereinafter mentioned (save and except, &c. &c. which shall be prosecuted, carried on, and completed for the sole and separate account and benefit of the said A. B.; and the said C. D. is not to have any part or share of the profits which have arisen, or shall arise therefrom.) Neither party to carry on any business separately.

THAT they the said A. B. and C. D. shall during this copartnership, and in the end thereof, have and be entitled to such respective shares, rights, and interests in the profit and advantages arising therefrom, and to be made of the said copartnership business as hereinafter mentioned, viz. for the first two years of the said term of nine years, the said A. B. shall be entitled to two third parts thereof, and the said C. D. to one third part thereof. (Exception)

And for the remaining seven years of the said term of nine years, they the said A. B. and C. D. shall have and be entitled to the said profits and advantages arising from the said copartnership business in equal moieties, share and share alike: AND that all debts that they the said parties shall owe or contract on account of the said copartnership, and all losses which they shall sustain by reason of the said copartnership business, and all clerks and writers' salaries, and other charges, demands, and necessary expenses, that shall be occasioned or happen on account of their copartnership, shall be sustained and born by them the said A. B. and C. D. respectively, and their respective executors and administrators, in the proportion above mentioned, regard being had to the time when such debts, losses, and payment of salaries, and other charges and expenses, shall happen to be made or contracted; whether Apportionment of profits.

and ex-
penses and
losses.

All money
to be ad-
vanced or
received,
to be depo-
sited in the
hands of
A. B.

who is to
supply
C. C. with
what shall
be requisite
from time
to time.
Books of
account to
be kept.

Hazard as
to credit
by either
after notice.

An account
to be stated
yearly.

in the first two years, or in the last seven years of the said term of nine years. THAT all and every sum and sums of money to be advanced by the said parties for carrying on the said copartnership, and all and every sum and sums of money that shall be received by either of them, on account of the said copartnership business, or for fees, rewards, or gratuities, shall, from time to time be deposited and remain in the hands of the said A. B., in trust for the joint use and benefit of both the said parties, according to their respective proportions and interests therein, as before mentioned; and that out of the said money, he the said A. B. shall and will pay to and supply the said C. D. with all sum and sums of money, as shall from time to time, be necessary or expedient for the carrying on and prosecuting the said joint business, or that he the said C. D. shall expend on account thereof. THAT for the more easy and better carrying on the said business of the said copartnership, they the said parties, or one of them, shall and will from time to time, duly and faithfully enter, or cause to be entered, all sum and sums of money that shall be received for or on account of the said copartnership business, or for fees, gratuities, or rewards; and all sum and sums of money that shall be laid out or expended on account of the said copartnership business, in proper books of account to be kept for that purpose. AND ALSO, that they the said parties shall and will keep as many such books of account as shall be thought necessary for the manifesting the state and proceedings of the said joint business; all which said books shall be kept in such place or places, at the dwelling-house and office of the said A. B., or such other place as the said joint business for the time being shall be carried on at , where each of them the said parties shall from time to time, during the said copartnership, have free access and recourse to read, peruse, and examine, and copy out the same at his pleasure. THAT if either of the said parties shall give credit to, or disburse any sum or sums of money, for any particular person or persons whomsoever, (which he shall have been forewarned of by the other of them not to trust, by a notice or warning in writing), any such party or parties shall alone stand to the loss, hazard, and adventure thereof, and the share of the said party in the profit of the said business shall stand charged with the same. THAT the said parties shall and will yearly, during the said copartnership, on the day of in every year, or within days after the farthest, join in account together in making and stating a true, just, plain, and perfect general account

and reckoning, in writing, of, for, and concerning all business and transactions whatever relating to the said copartnership, and of all sum and sums of money and other estates that shall be due and owing or belonging to them, and of all debts and duties which they the said parties shall then owe to any person or persons whomsoever, without fraud or delay; and that the said first general account shall be made up and stated by the said parties, on the day of in every year, or within days after at the farthest; and that upon stating and finishing such account as aforesaid, they the said parties will use their joint or utmost endeavours to recover, receive, and collect in, all and every such sum and sums of money as shall appear to be due and owing to them, and after payment and deduction of all sum and sums of money due and owing from the said copartnership, and of such sums as are hereinbefore agreed to be retained as aforesaid, they the said parties shall thereupon make a partition and division between them of such part of the clear gains and profits of the said copartnership and joint business, and of all sum and sums of money as shall then be had and gotten in the shares and proportions hereinbefore mentioned. THAT in case of the death of either of the said parties, the survivor shall and will, as soon as conveniently may be after the death of such party, adjust, strike, and make up a perfect, true, and just account and reckoning, in writing, of all matters and transactions relating to or concerning the said copartnership, and of all such debts as by or to the said copartnership shall be due or owing by reason of the said copartnership, and within six months next after the decease of the party so dying, deliver, or cause to be delivered, unto the executors or administrators, a true state of such account and reckoning in writing, and recover, receive, and get in, as soon as may be, all and every such debts, sum and sums of money, as shall be then owing to the said copartnership, and well and truly pay, or cause to be paid, after a deduction of all debts by them owing on account of the said copartnership, unto the executors or administrators of the party dying, such sum and sums of money as shall be then in hand at the death of the party so dying; and such part of the outstanding debts as shall appear by the said account to be so settled on account of the death of such party, to be the share of the party so dying, as the same shall from time to time be had, collected, got in, and received: THAT all and every sum and sums of money as shall at any time be paid to or received by either of the said parties, from any person or persons whomso-

On death of either, the other to state an account,

and deliver it to the executors of the deceased within six months.

Monies due to A. B. at commencement of the partnership to be applied (when received) to the payment of his separate debts, &c. If any disputes arise, to be referred to arbitration

ever, who is or are debtor or debtors of the said A. B. for or on account of any business done and performed, or to be done and performed, shall in the first place be applied towards the discharge of such debt or debts as were due and owing by the said A. B. before the commencement of this copartnership, and the remainder of such sum and sums, shall go and be applied to the said copartnership account. AND LASTLY, it is hereby covenanted, concluded, and agreed, by and between the said parties, that if at any time hereafter, any doubt, question, variance, or controversy shall arise between the said parties during the continuance of this copartnership, or either of them, for or either of their executors or administrators, for, touching, or concerning the said copartnership business in anywise, and they cannot of themselves agree and determine the same, then and in such case the said parties, their executors or administrators respectively, shall and will forthwith nominate and appoint two discreet and indifferent persons to end and determine all matters, differences, and controversies then depending between them, one of them to be chosen by each party, or his respective executors or administrators; and in case such two persons cannot agree to determine the matters to them referred within twenty days next after the reference, then the same shall be referred to and discussed by such one indifferent person as the said two first referees shall for that purpose nominate or appoint, who shall determine the same within twenty days next after he shall be appointed umpire; and the said parties, their executors and administrators, shall and will stand to and perform the award and determination which shall be made by the said arbitrators, or their umpire, so to be elected and appointed as aforesaid, so as the said award and determination of the said arbitrator or umpire be made and put in writing under their respective hands and seals, ready to be delivered to the said parties when they shall require the same of the said arbitrator or umpire. AND FURTHER, it is agreed that such submission and reference shall, from time to time, be made a rule of his majesty's court of at Westminster. IN WITNESS, &c.

Provision for dissolving the Copartnership.

PROVIDED NEVERTHELESS, that in case either of them the said A. B. and C. D. shall be desirous of dissolving the partnership by these presents entered into before the said term of years be expired, and shall give to the other of them six calendar months

notice in writing of such his intention ; the said six months to end on the day of (1) in the year in which such notice shall be given,) that then the copartnership hereby created shall cease, determine, and be utterly at an end; anything herein contained notwithstanding.

(1) The partnership should be terminated on the same day of the month it was created ; by which means the difficulties of settling accounts for a part of a year may be avoided.

Articles of Copartnership between two Tradesmen.

ARTICLES OF AGREEMENT, &c.

FIRST, the said A. B. and P. M. have mutually agreed, and by these presents do agree, to become copartners together in the art or trade of and all things thereto belonging, and also in buying, selling, vending, and retailing of all sorts of wares, goods, and commodities belonging to the said trade of which said copartnership, it is agreed, shall continue from for and during, and unto the full end and term of years, from thence next ensuing, and fully to be complete and ended. AND to that end and purpose, he the said A. B. hath, the day of the date of these presents, delivered in as stock, the sum of and the said P. M. the sum of to be used, laid out, and employed in common between them, for the management of the said trade of to their utmost benefit and advantage. AND it is hereby agreed between the said parties, and the said copartners, each for himself respectively, and for his own particular part, and for his respective executors and administrators, doth covenant, promise, and agree with the other of them, his respective executors and administrators, by these presents, in manner and form following: (that is to say), that they, the said copartners, shall not, nor will at any time hereafter, use, exercise, or follow the trade of aforesaid, or any other trade whatsoever during the said term, to their private benefit or advantage ; but shall and will, from time to time, and at all times during the said term, (if they shall so long live,) do their and each of their best and utmost endeavours, in and by all means possible, to the utmost of their skill and power, for their joint interest, profit, benefit, and advantage; and truly employ, buy, sell, and merchandize with the stock aforesaid, and the increase thereof in the trade of aforesaid, without any sinister intentions or fraudulent endeavours whatsoever. AND ALSO, that they, the said copartners, shall and will, from time to time, and at all

A. B. and P. M. agree to become partners.

and to deposit certain sums as stock.

Neither party to carry on any separate trade.

Rent of premises to be borne equally.

Profits to
be equally
shared,

and losses
equally sus-
tained.

times hereafter during the said term, pay, bear, and discharge equally between them the rent of the shop, which they, the said copartners, shall rent or hire for the joint exercising or managing the trade aforesaid. AND that all such gain, profit, and increase that shall come, grow, or arise, for or by reason of the said trade or joint business as aforesaid, shall be from time to time, during the said term, equally and proportionably divided between them, the said copartners, share and share alike. AND ALSO, that all such losses as shall happen in the said joint trade, by bad debts, ill commodities, or otherwise, without fraud or covin, and all wages, charges, expenses, purchases, and payments whatsoever, relative to and in the said joint trade, shall be paid and borne equally and proportionably between them. AND FURTHER, that neither of the said parties shall take any apprentice into the said joint trade, without their mutual consent, and that all apprentice-fees to be received by them, or either of them, shall be carried to their joint account. AND that neither of the said parties shall or will sign, execute, or deliver any bond, judgment, or warrant of attorney, to enter up judgment, nor give, sign, endorse, draw, or accept any bill of exchange or promissory note whatsoever, whereby the said joint-trade can be affected in any manner howsoever, or without the consent of the other of the said parties being first obtained, or the same being duly entered, in the case of absence of the other of the said parties, into the proper book or books of the transactions of the said copartnership; or use or employ the firm of the said copartnership in any transactions of notes or bills for accommodation, in any manner howsoever; or become bail to the sheriff, or in any court of law or judicature whatsoever, for any person or persons whomsoever. AND FURTHER, it is agreed by and between the said copartners, that there shall be had and kept, from time to time, and at all times during the said term and joint-business and copartnership together as aforesaid, perfect, just, and true books of accounts, wherein each of the said copartners shall duly enter and set down, as well all money by him received, paid, expended, and laid out in and about the management of the said trade, as also all wares, goods, commodities, and merchandizes by them or either of them bought and sold, by reason or means, or upon account of the said copartnership; and all other matters and things whatsoever to the said joint-trade and the management thereof, in anywise belonging or appertaining; which said books shall be used in common between the said copartners, so that either of them may have free access thereto, without any interruption by the other.

AND ALSO, that the said copartners, once in three months, or oftener if need require, upon the reasonable request of one of them, shall make, yield, and render each to the other, or to the executors or administrators of each other, a true, just, and perfect account of all profits and increase by them or either of them sustained; and also, of all payments, receipts, disbursements, and all other things whatsoever, by them made, received, disbursed, acted, done or suffered, in the said copartnership and joint-business as aforesaid; and the same account so made, shall and will clear, adjust, pay, and deliver, each unto the other, at the times of making such account, their equal share of profits so made as aforesaid. AND at the end of the said term of years, or other sooner determination of these presents (be it by the death of one of the said copartners or otherwise) they, the said copartners each to the other, or in case of the death of either of them, the surviving party, to the executors or administrators of the party deceased, shall and will make a true, just, and final account of all things as aforesaid, and divide the profits as aforesaid, and in all things well and truly adjust the same. And that also upon the making of such final account, all and every the stock and stocks, as well as the gains and increase thereof, which shall appear to be remaining, whether consisting of money, wares, debts, &c., shall be equally parted and divided between them, the said copartners, the executors or administrators, share and share alike. [Add a clause of arbitration.] IN WITNESS, &c.

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Articles of Copartnership between Wharfingers on the Severn Trade.

THIS INDENTURE, made the day of , 1825, between A. B., of, &c., merchant, of the first part; B. C., of, &c., merchant, of the second part; and C. D., of, &c., merchant, of the third part.

WHEREAS, the said A. B., B. C., and C. D. are, at the time of the execution of these presents, possessed of, and jointly and equally interested in, certain trows, barges and vessels hereinafter described, (that is to say) the Atlas and trow boat, the Neptune, &c. &c. &c., and now trading on the river *Severn*. AND ALSO in and to certain materials and property for repairing the said trows, barges, and boats and vessels, to be applied and made use from time to time, and as occasion shall require. AND WHEREAS, the said A. B., B. C., and C. D., have mutually agreed to become joint and equal partners in the *Severn* trade, for the term of seven

Recital that parties are equally entitled in certain trows, &c.
And where trading.

And have agreed to become partners.

years, under and subject to the several limitations, covenants, clauses, provisions, and conditions and agreements hereinafter expressed and declared.

Jointly entitled in messuage and wharf.

AND WHEREAS, the said A. B., B. C., and C. D., are jointly interested in, or entitled to a certain messuage, quay, landing place or wharf, and appurtenances thereunto belonging, setting and being, &c., of late in the occupation of S. B. as tenant thereof, for the term of six years, granted by indenture of lease, bearing date the day of 18 from of aforesaid, to them the said A. B., B. C., and C. D., at and under the yearly rent of

Recital of borrowing money to carry on business.

AND WHEREAS, the said A. B., B. C., and C. D., the better to enable them to carry on the said trade and business, have borrowed, and taken up at interest, of and from S. I., aforesaid, merchant, the sum of £., which said sum, with interest, is secured to the said S. I., by the joint bond of them the said A. B., B. C., and C. D., bearing date the day of instant; and is also further secured to the said S. I. by mortgage, or securities of divers freehold and leasehold messuages and dwelling-houses, in S. aforesaid, the estate and property of the said B. C. and C. D., or the one of them; but which said sum and interest, it is hereby agreed, shall be considered as a partnership debt, and satisfied and discharged by and out of the said partnership estate and effects.

Operative part.

NOW THIS INDENTURE WITNESSETH, that the said A. B., B. C., and C. D., for the respect and confidence which they have and bear towards each other, and in consideration of the said A. B. entirely devoting his whole time and attention to the management and concern of the said vessels, and to the furtherance of the trade in navigating the same on the river *Severn*, and the better to improve their respective estates, they, the said A. B., B. C., and C. D. have, and each of them hath agreed, and by these presents do, &c., agree to commence and become copartners and joint adventurers together in the said *Severn* trade, and the business thereof, and in all profit and loss to arise, or be made, or occasioned therefrom or thereby, for the term of seven years, (if the said parties shall so long live) to begin and commence from the day of the date hereof, in manner and subject to the several covenants, clauses, restrictions, provisions, conditions, and agreements, as hereinafter for that purpose contained. But not in any other matters or things relating to any other trade, business, or employment to be used, exercised, or carried on by the said A. B., B. C., and C. D., or any of them, either separately or in partnership with any other person or persons whomsoever.

AND the better to enable them, the said parties, to carry on such trade, it is hereby mutually covenanted, consented, declared and agreed, by and between the said parties hereto, and each and every of them, the said, &c., by and for himself, his executors and administrators, doth covenant, promise, and agree, to and with each other, his executors and administrators, by these presents in manner following (that is to say) that they, the said, &c., shall and will, from time to time, and at all times during the said copartnership, when and as occasion shall require, jointly and severally advance such sum or sums of money as they shall mutually agree upon, as being necessary and sufficient for carrying on and managing the said *Severn* trade. But if any or either of the said partners shall voluntarily advance more monies in the said *Severn* trade and concern than the other partner or partners, such partner or partners shall be allowed and paid (either out of the profits of the said trade, or by the other partners) interest after the rate of 5*l.* per cent. per annum, for all such monies they or he shall so advance more than the other partner or partners, such interest to commence from the day such advance shall take place.

To advance equally such sums as may be required, and if either more than the others, to be allowed 5*l.* per centum.

AND the said parties hereto shall and will, during this copartnership, jointly and equally pay, bear, and allow, each and every of them, an equal share and proportion of the said sum of *l.* and interest, secured to the said S. J. as aforesaid, and of the expenses of repairing all and every the said trows, barges, boats and vessels, to and for the use of the said joint-trade (if wanting.) AND ALSO the rent of all houses, warehouses, brewhouses, cellars, stables, quays, offices, buildings and premises, now or hereafter to be used or occupied by them the said, &c., (or any of them) necessary for the purpose of carrying on the said *Severn* trade. AND ALSO all bills of butcher's meat, bakers, hop-merchants and maltsters, for the maintenance and supply of the bargemen, drivers, clerks, and other servants of the said copartnership, as also for the said F. G., his family and household. AND ALSO all losses and damages happening to the said trows, barges, boats and vessels, or to the freight thereof respectively, by fire, storms, tempests, lightning, or other inevitable accidents: servants' wages, board, debts, unfaithfulness or other defaults of servants, suits in law or equity, parish rates and duties, and of all taxes and assessments whatever, which shall or may be rated, assessed, or imposed on the said, &c., or any or either of them, in respect of the said vessels, barges, trade, or employment; and also of all losses,

Bear equally the sum of *l.*, and also the rent and expenses of repairing, &c.

costs, charges and expenses, which shall at any time happen or be occasioned by or by means, or in respect of the said joint-trade, during the copartnership, without each other's neglect or wilful default; and of all other necessary and incidental charges and expenses whatsoever, relating to, or in anywise concerning the said trade, and which shall, from time to time, be paid and sustained out of the said joint stock, or the proceeds arising thereby, or by the said copartners, in equal shares and proportions.

For one to
enjoy
house.

AND also that the said A. B. shall and may reside in and occupy the said messuage or dwelling-house and stable to the same belonging, without paying any rent, or making any further satisfaction for the same, and free from the assessed, and other rates and taxes whatsoever, which shall be paid and discharged by, and out of the said partnership estate and effects.

Each to be
at liberty to
draw 100*l*.
in the year,
by four
quarterly
payments.

AND ALSO that the said A. B. shall and may, by and out of the said copartnership estate and effects, retain and be allowed the annual sum of 100*l*., by four equal quarterly payments, from the date hereof, in wearing apparel, as a further compensation for his diligence, care, and attention to the said copartnership trade and concern; and also the further yearly sum of 30*l*. as or for the keep of his horse; and also his travelling and incidental expenses, in, about, and relating to the same. And also, that it shall and may be lawful, to and for each of them, the said copartners, to draw out and retain, to and for their respective use and benefit, the yearly sum of 100*l*., by and out of the said copartnership estate and effects, by four equal quarterly payments, as last-mentioned.

To be car-
ried on un-
der the firm
of, &c.

AND FURTHER, that the said trade, during the said copartnership, shall be carried on by the title and under the firm of, &c., trow and barge owners.

Barges, &c.
to be used
jointly be-
tween them.

AND ALSO, that as well the said trows, barges, boats, vessels, stock and materials, with all and singular their appurtenances, as also all such monies so to be jointly and equally advanced by them, the said copartners, for and on account of the said several trade, and all gains and incidental profits, produce, and proceeds thereof, shall (subject as hereinbefore mentioned) be used and employed by and between the said parties to these presents, to and for their joint and equal uses, upon their joint and equal account, both of profit and loss.

As to rights
and title,
and division
of profits.

And that the said parties and their respective executors and administrators, shall at all times during the said copartnership, and at the determination thereof, have a several and particular right, title and interest, as well of, and in, and to the said trows, barges, boats, .

vessels and appurtenances, stock and materials, as also of, in, and to all such monies, so as to be jointly and equally advanced by them as aforesaid; and of, and in all stock, monies, debts, profits and produce arising therefrom in manner following, (that is to say), As to one-third part or share thereof, (the whole into three equal parts or shares to be divided), the same shall go, belong, and be, to and for the use and benefit of the said A. B., his executors, administrators and assigns. As to one other third part or share thereof, the same shall go, belong, and be, to and for the use and benefit of the said B. C., his executors, administrators and assigns. And as to the other remaining third part or share thereof, the same shall go, belong, and be, to and for the use and benefit of the said C. D., his executors, administrators and assigns.

AND that each and every of them the said parties, his executors and administrators, shall and may during this copartnership, have, receive, take, and be truly answered and paid, their said respective parts and shares, of and in the said trows, barges, boats, vessels, materials, stock, monies, debts, profits, gains, increase and produce thereof, in manner as aforesaid. And to be paid their parts in manner aforesaid.

AND that all such monies and stock, so to be jointly and equally advanced and made as aforesaid, shall be by them, the said copartners, disposed of and employed in the said joint trade or business in manner as aforesaid, for the utmost profit and advantage of them the said parties, in such third parts or shares as aforesaid, and not otherwise.

AND FURTHER, that they the said A. B., B. C. and C. D., shall not at any time or times during the continuance of the said copartnership, either directly or indirectly, be concerned in any other trade or business whatsoever. But that the said A. B., shall and will at all times during the said copartnership, employ and endeavour diligently to the utmost of his power, knowledge, skill and ability, carry on, and manage the said *Severn* trade, to and for the greatest benefit and advantage of the said copartnership, and so, and in such manner as that it shall not be needful or necessary for the said B. C. and C. D., or either of them, to interfere or assist therein, *any further or other than they shall think proper.* To employ themselves diligently,
Except two of them.

AND that each and every of them the said parties, shall be just, true, and faithful to, and with each and every other in all and every receipts, payments, accounts, transactions and business whatever, touching, or in anywise concerning the said *Severn* trade. To be just and faithful.

Not for A. AND that they the said A. B., B. C. and C. D., or
and B. to either of them, shall not jointly or separately, or in con-
enter into junction with any other person or persons, carry on any
any busi- trade, scheme, business, or speculation that can or may
ness, in any manner injure, impede, obstruct, or in any man-
ner affect the said copartnership, trade, or business, or
the concerns thereof.

AND for the better manifestation of just and upright
dealings between them the said copartners, It is hereby
further mutually covenanted, declared and agreed, by and
between them, each and every of them, that a proper
book or books of account, shall be provided at their
joint and equal expense, to be paid for out of the joint
stock, in which shall be written and entered true partic-
ulars of all monies disbursed, received and paid on ac-
count of the said joint trade, and of all goods, wares,
and merchandize, with which the said vessels or any of
them shall from time to time during the said copartner-
ship be freighted, with the several rates and prices, to be
charged and received for the carriage of such goods,
wares, and merchandize; and of all debts, and dues,
which shall be owing by or to the said joint trade, with
all other needful and necessary circumstances for the
clearing and making appear their true and upright
dealings.

AND that all bonds, notes and other securities what-
soever, which shall be taken by the said copartnership,
on account of the said joint trade, during the said co-
partnership, shall be made and taken in the names of
them the said A. B., B. C., and C. D., and for their
joint and equal use and benefit.

AND that all cash, drafts, checks, bills and cash notes
belonging to the said copartnership, shall be deposited
with Messrs. B. and J., of B. aforesaid, as bankers
thereof.

AND that all bonds, notes, and other securities, which
shall be given by the said copartnership, to any person
or persons whomsoever, on account of the said joint
trade, shall be made and given in the names of them
the said A. B., B. C., and C. D.

AND that all the said bonds, notes, and other securities,
so to be taken or given by them the said copartnership as
aforesaid, shall be entered in the said book or books of
account, which said book or books of account shall be
kept in some convenient place, to be fixed and agreed
upon by and between them the said A. B., B. C., and
C. D., whereunto they the said [all], each and every of
them shall have free access to view, examine, cast up,
copy out the same at their several and respective plea-

To keep pro-
per books.

All notes,
bonds, &c.
to be taken
in the names
of all the
partners.

As to bank-
ers.

Bonds to be
given in the
presence of
all.

sures, without any interruption of the others or either of them the said copartners.

AND that it shall not be lawful for any of the said copartners, without the consent of the others or other of them, to destroy, obliterate, deface or alter the said book or books of account, or any account or entry made or entered therein; or to move the said book or books of account, or any account, from the place where the same shall be so kept, nor detain the same from each other on any pretence whatever.

AND FURTHER ALSO that the said copartners shall and will, once in every year during the said copartnership, and up to the 24th day of December yearly, and likewise at the end or expiration of such copartnership, or within forty days next after such end or expiration thereof, make out, state, and cast up, a true, full, just, and genuine account and reckoning in writing, of their stock in trade, and of all goods, monies, debts, payments, profits, increase, receipts, and all other things touching, or in any manner concerning the said joint trade.

AND upon finishing every such yearly and general account, the particulars whereof shall be written and entered into three books, so to be proved, at the joint and equal expense of the said copartnership, for that purpose. AND that they, the said copartners, shall subscribe their respective names to the foot or balance of every such account, so to be written and entered in every such book as aforesaid; and each and every of them the said copartners, shall have and keep one of the said books for his own use; and that no such account, after it shall have been made up, stand, passed, allowed and subscribed by the said copartners, shall afterwards be disputed, controverted, or called in question by any of the copartners, unless some special error shall appear to have been made and passed them, during the said copartnership, or at the end and expiration thereof.

AND FURTHERMORE, that they the said copartners, at the end of every such yearly and general account, to be so made up, stated, allowed and subscribed, as aforesaid, (after) payment of all debts, interest, capital charges and disbursements, of what nature or description soever, relating to the said *Severn* trade, so to be carried on and managed as hereinbefore mentioned and agreed, touching the same, according to the respective shares therein as aforesaid, shall then make an equal share, partition, or division between them, of their then residue of the whole stock and produce thereof, share and share alike.

No advantage of survivorship.

AND it is hereby expressly declared and agreed, by and between the said parties hereto, and it is the true intent and meaning of them, each and every of them, and of these presents, that if either or any of them the said copartners shall happen to die during the said copartnership, and before a *final* account and partition shall be stated, allowed, passed, subscribed, and made, by and between them the said copartners, of all and singular monies and things relating to the said *Severn* trade, that no benefit and advantage of survivorship shall accrue unto, or be taken by the others, or either of them, in any manner howsoever.

If the active partner is absent without leave, to pay so much per week.

AND it is hereby further covenanted and agreed, between the said parties hereto, that in case he the said A. B. shall absent himself from B. aforesaid, for a longer period than the space of twenty days at any one time during the said copartnership, without the consent of the other partner or partners first had and obtained in writing for that purpose. That then and in such case, he the said A. B. shall pay or cause to be paid out of his own private property, $l.$ per week to the other partner or partners during such absence, and so after that rate for any space of time more or less than a week exceeding the space of $\frac{1}{2}$ days.

Neither partner to note, &c. without consent.

AND that neither nor any of them the said copartners, with the consent of the others or other of them, shall and will at any time during the said copartnership, draw, accept, endorse or negotiate any accommodation bills or notes, whereby the others of the said copartnership, can or may be injured or inconvenienced in any manner howsoever, and shall not nor will enter into, give, sign, or extend any statute, judgment, bond or recognizance, or become bail or surety with, or for any person or persons whomsoever, for any sum or sums of money whatsoever, without the consent of each and every other, nor do commit or wittingly suffer to be done, any act, matter or thing whatsoever, whereby or by reason or means whereof, the said joint trade or any part thereof, shall or may be in any wise altered, sued, extended, taken in execution, impaired, charged, or encumbered in any manner howsoever.

Consequence of partners suffering judgment, &c.

AND that if at any time during the said copartnership the said A. B. shall procure payment, or cause any judgment to be received or obtained against him, for any sum or sums of money whatsoever, (not due upon or on account of the said joint trade), and in case any execution shall be therefore prosecuted or sued forth against his person or his property or the said joint stock trade. That then, and in such case, he the said A. B. without his immediately making satisfaction for the loss

sustained by the other partners, in respect to the amount out of his own monies, he shall immediately from that time, forfeit and lose all his part and share of and in the whole of the said stock, vessels, and trade, and every part thereof, unto the said B. C. and C. D., and from thenceforth shall lose all his then benefits and produce to any, or be paid and indemnified thereby, any thing thereinbefore contained to the contrary. And that if at any time during the said copartnership, the said B. C. shall procure payment, or suffer any judgment, &c. [*same as the other.*] And that in case the said C. D. [*same as to him.*]

AND that neither nor any of the said partners shall and will, (save and except, as aforesaid, with the consent of the others, or other of them, at any time or times during the said copartnership,) lend, deduct, take, or draw any sum or sums of money aforesaid out of the said joint trade, (other than and except for the assistance and business of the said joint trade), and in case any or either of the said copartners without the consent of the others, or other of them, shall lend, deduct, take, or draw any sum or sums of money out of the said joint trade, other than and except as aforesaid, such partner or partners shall forfeit to the other partner or partners, three times the amount of the money, so to be by him lent, deducted, taken, or drawn out of the said trade.

Not to draw money other than for the use of business

AND it is also further mutually agreed between them the said parties, that it shall not be lawful for any or either of them the said parties, during the said copartnership, (without the consent of the others or other of them,) to enter into or become partner or partners, either on his or their own separate or joint account, or in partnership with any other person or persons whomsoever, in the *Severn* trade, or in navigating, carrying on, or conveying any goods, wares, or merchandizes for hire, upon or along the river *Severn*.

Not to enter into partnership in any other concern.

PROVIDED ALWAYS, and it is hereby agreed and declared, by and between the said parties to these presents, that in case any or either of the said copartners shall happen to depart this life before the end or expiration of this present copartnership; that then and in that case, the surviving partner or partners shall and will, during the remaining part of the said copartnership, well and truly pay, or cause to be paid unto the executors or administrators of each such partner or partners so dying, as part of his or their personal estate, the yearly sum of £., if left free from taxes and deductions, by equal quarterly payments in the year as aforesaid, the first of the same payments to

Proviso in case of death of either of partners during the copartnership.

begin and be made on such of the said quarterly days as shall first and next happen after the death of the partner or partners so dying. And in case any or either of the said copartners shall happen to die before the end or expiration of this present copartnership, before or after such general account so to be made up, stated, passed, allowed, and subscribed by and between them, in manner as aforesaid, and there shall be any debts due from or to the said copartners on account of the said *Severn* trade, that then all such debts which shall be due or owing by or from the said copartners, (on account of such their joint trade), shall be immediately equally paid and discharged by the surviving partner or partners, and the executors or administrators of the partner or partners so dying, and according to the respective shares of such partners in the said *Severn* trade; and that all debts due and owing to the said copartners, (on account of the said *Severn* trade,) shall in manner hereinafter mentioned, be likewise equally shared and divided between the surviving partner or partners, and the executors or administrators of the partner or partners so dying.

As to making up accounts after the death of either of the said partners.

AND further, that within three calendar months next after the death of any or either of the said copartners, an account and valuation shall be taken and made of the residue or remainder of his or their respective third parts or shares, of and in the said copartnership, estate, and effects, by two indifferent persons, one to be nominated and chosen by the executors or administrators of the partner or partners so dying, and the other of them, by the surviving partner or partners; and that such surviving partner or partners shall immediately thereupon, at his or their proper costs or charges in the law, duly execute a proper deed or obligation, with a sufficient penalty for securing the amount or value of such residue or remainder of the respective third parts or shares of the said partner or partners so dying, of and in the copartnership estate and effects, to his executors or administrators, within three calendar months next after the decease of the survivor of the three copartners, on the expiration of the said copartnership, which shall first happen, until the actual payment thereof, after the rate of 5*l.* for an 100*l.* for a year; and that thereupon such last mentioned residue or surplus shall be and become the absolute property of the partner or partners so making and entering into such bond or obligation as aforesaid.

AND it is hereby agreed and declared by and between the said parties to these presents, that if the said

COPARTNERSHIP.

21

A. B., B. C., and C. D., or any two of them, shall be living at the end or expiration of the said term of seven years, that then and in such case, a general account or estimate in writing shall immediately thereupon be made and taken by and between the said copartners then living, of all and every the stock, monies, debts, goods, wares, merchandize, and effects then remaining or being in the said joint trade or business, or owing or belonging to the said copartnership; and also of all debts or sums of money due or owing by or from the said copartnership to any person or persons whomsoever. And upon the finishing such last mentioned account, the said copartners shall forthwith pay, or take good order for the safe and steady payment of their respective parts and shares of the debts and duties owing by them upon their joint account, in respect of the said copartnership; and shall part and divide all and every the monies, debts, stock, goods, wares, merchandize, and effects, belonging, due, and owing to the said copartnership, or joint business, between or amongst the said last mentioned copartners; and that the parties shall also mutually give unto the others or other of them, (as the case shall happen,) bonds in sufficient penalties for the payment of their respective parts, shares, or proportions of the debts owing by them in respect of the said copartnership or joint business; and for the saving harmless, and indemnifying each other, and their respective heirs, executors and administrators, of and from the payment of each other's part or share of such debts, and all costs, charges, and expenses in account thereof; and that they shall respectively, immediately upon such partition and division as aforesaid, well and sufficiently convey and assign unto each, and empower each to recover and receive their respective parts and shares of all such debts and sums of money then due or owing to or on account of the said copartnership or joint trade or business; and all other matters belonging to them or their joint account, which it shall be necessary to convey or assign, in order to vest the sole benefit and property thereof in the person or persons to whom the same shall upon such partition belong.

At the expiration of term to divide, and mode of so doing.

AND it is hereby further agreed and declared by and between the said parties to these presents, that if the said all or any two of them that be living at the end or expiration of the said term of years. And if any one or two of them shall be minded or desirous to continue in and carry on the said trade or business, and the others or either of them shall decline so doing, and the partners or partner so minded as aforesaid,

Provision as to continuing copartnership at the end of term, or of purchasing each other's shares.

shall be desirous of purchasing the share or shares of such other partners or partner of and in the said copartnership estate and effects, (save and except the debts then due and owing to the same), and shall give notice in writing, within one calendar month next after the said copartnership, of such his or their intention, to such others or other of the said copartners. That then and in that case, an account and valuation shall, within three calendar months next after the expiration of the said term of seven years, be made of the respective third parts or shares of such last mentioned copartner or copartners, of and in the said copartnership estate and effects, (save and except as aforesaid), by two indifferent persons, and to be named and chosen by each of the said two copartners, and which shall be considered and taken as the price or value thereof.

AND that if such copartner or copartners shall, within the space of six calendar months next after the expiration of the said term of seven years, well and truly pay or cause to be paid unto such others or other of them, the amount or value of such respective third parts or shares, so to be ascertained and fixed as aforesaid, that then and in such case, the same shall then be and become the absolute property of the partner or partners so paying the same, as last mentioned.

The copartnership not to extend to partners carrying on other business so as not to relate to the *Severn* trade.

AND it is hereby further mutually assured, covenanted, declared, and agreed, by and between the said parties aforesaid, that neither this indenture of copartnership, nor any matter, cause, or thing herein contained, shall create any joint interest or concern whatsoever between them the said parties, in any or either of their employments, concerns, trade, or business, which now or hereafter, (during the said copartnership), they, any, or either of them may use and carry on either by themselves or himself, or jointly with any other person or persons whomsoever, but shall only relate to and concern the said *Severn* trade, any thing therein contained to the contrary notwithstanding. [*Add a clause of arbitration.*] IN WITNESS, &c.

Articles of Copartnership between Canal Carriers.

THIS INDENTURE, made, &c., between G. A. of, &c., canal carrier and wharfinger, of the first part ;
J. W., of, &c., accomptant, of the second part ;
and H. A., of, &c., wharfinger, of the third part.

Recital.

WHEREAS, the said G. A. and W. G., gent., carried on the carrier trade or business, on the line of canal between *Stourport*, *Liverpool*, *Manchester*. and *Stour-*

bridge, Shardlow, and Derby; and also between, &c., and the intermediate places, in copartnership, under the names or firm of, &c., for some years previous, and up to the day of, &c. last, on which day the said copartnership expired. AND WHEREAS, the said trade or business hath since been carried on by the said G. A., J. W., and H. A., and they, the said G. A., J. W., and H. A., &c., have agreed to be and remain copartners in the same trade or business, as from the first day of January last, for the term and time, and in manner, and under, and subject to the provisions, conditions, covenants, and agreements hereinafter expressed and declared.

NOW THIS INDENTURE WITNESSETH, that for the effectuating the said agreement, and in consideration of the mutual trust and confidence which they have reposed in each other, each of them, the said, &c., for himself and for his heirs, executors, and administrators, doth covenant, promise, and agree, with and to the others, and each and every the other of them, and his and their respective executors and administrators, by these presents, in manner following, (that is to say),

THAT they, the said, &c., shall and will, be, and remain copartners and joint traders in the carrying trade or business, on the same line of canal as the said I. G. A. and W. G. have heretofore carried on the same trade or business, or on such other line of canal as the said parties hereto shall hereafter mutually agree upon.

THAT the said copartnership shall commence from the day of now last past, and shall continue for the term of seven years thence next ensuing, subject, nevertheless, to being sooner determined, in manner hereinafter mentioned.

THAT the firm and style of the said copartnership shall, during the continuance thereof, be J. G. A. and Co.

THAT the trade or business of the said copartnership shall be managed, and the books relating to the said copartnership shall be kept at the offices at, &c., aforesaid, where the said trade or business now is, and hath been usually managed (or in case the said copartners shall agree to remove the management of the said trade or business from the present offices in aforesaid, then in such other place or places as the said copartners shall mutually agree upon.)

THAT the said G. A., his heirs or assigns, shall be allowed the clear yearly sum of 30*l.*, as and for the rent and use of the same offices, the lofts for cloths and cordage, and warehouses for pitch and tar, and fixtures therein, to be used by the said copartners as have been

heretofore used for that purpose, he, the said G. A., keeping the same in tenantable repair.

No clerk, &c. to be dismissed, without consent of all other partners. THAT no clerk, servant, or agent, shall be retained or employed in the said copartnership, or be dismissed therefrom, after having been so retained or employed, (except for dishonest and improper conduct) by either of the said copartners, without the consent of the others of them, or of the other of them, if there shall be then only two continuing partners.

Journies. THAT the said H. A. and J. W. shall take the necessary journies for carrying on the trade or business of the said copartnership alternately, and that the said G. A. shall only be required to take such journies occasionally, when, in the opinion of the said, &c., the same shall be necessary for the good of the said concern.

Spending money. THAT while either of the said copartners is out on the said journies, he shall be allowed, out of the said concern, the sum of £ per day for his travelling expenses, over and above what he shall pay for coach-hire, drivers, turnpikes, and guards.

Treating money. THAT the annual sum of 10£. shall be allowed out of the said concern, for treating the customers of the said copartnership with wine and spirits.

Trade divided in five equal parts, among copartners. THAT the said trade shall be divided in five equal parts or shares, and the capital, or joint stock of the said copartnership, shall consist of the sum of 10,000£., to be made up and brought into the said trade or business, in manner following, (that is to say), the said J. G. A. shall advance, in stock or money, into the said said trade, to the satisfaction of the others of the said copartners, 4,000£.; the said J. W., in like manner, 4,000£.; and the said J. H. A., in like manner, 2,000£.

THAT the said capital or joint stock, and the gains and profits to arise from the trade or business of the said capital, shall (subject as hereinafter mentioned), be used and employed in the said trade or business, during the continuance of the said copartnership, and shall not be reduced under 10,000£.

If either party advance extra money, interest, &c. to be allowed thereon. THAT if either of the copartners shall, at any time or times, advance any sum or sums of money to the said copartners, over and above his said share or capital, he shall be entitled to receive interest upon such sum or sums, after the rate of 5£. per cent. per annum, from the time of such advance, to the time of repayment thereof, by and out of the said copartnership funds, before any division of the gains and profits shall be made amongst the said copartners; and such amount in advance shall be and lie upon the capital of the said copartnership, and the gains and profits thereof, and shall be repaid to

the partner advancing the same, before any division shall be made amongst the said copartners, of the said capital of the said copartnership.

THAT the said several yearly sums of £., and the rent of any such house or houses or buildings wherein the said trade or business of the said copartners, shall for the time being be carried on; and all rents, taxes, rates, assessments, parish duties and impositions, payable, or to become payable, for or in respect of the said offices, lofts, warehouses or other house, or houses, or buildings respectively, and the wages, and maintenance of all clerks, apprentices or servants, who shall be used or employed in the business of the said copartnership, and all such and necessary and proper charges and expenses which shall be occasioned or incurred, in or about the trade or business of the said copartnership, or in anywise relating thereto. And all debts and duties which are, or shall be owing for or upon account of the said trade or business. And all losses and demands, which shall come or happen in or to the same, shall be sustained, paid, and borne, by and out of the said capital or joint stock of the said copartnership, and the gains or 'profits arising from the said trade or business. Or in case the same shall become deficient, then by all of them, the said G. A., J. W., and H. A., out of their respective separate estates, in the shares and proportions following, (that is to say) two fifth shares thereof, by the said G. A., his executors, or 'administrators, two other fifth shares thereof, by the said J. W., his executors or administrators, and the remaining fifth share thereof by the said H. A., his executors or administrators.

The said yearly sum and rents, &c. payable out of joint stock.

THAT the said, &c. shall be entitled to the clear net gains and profits arising from the trade or business of the said copartnership, according and in proportion to their several and respective shares in the said capital or joint stock, (that is to say), the said G. A., two fifth shares thereof, the said J. W., two other parts or shares thereof, and the said H. A., to the remaining one fifth share thereof.

THAT proper books of accounts shall be kept by the said copartners, and true, plain, and perfect entries shall be made therein of all the monies, goods, wares, merchandizes, effects, debts, and other things belonging or relating to the said trade or business of the said copartnership, or which shall be received, paid, sold, or contracted for in the course of such trade or business. And of all such other matters and transactions, as are usually written and entered into the books of accounts, kept by persons engaged in the said trade or business,

Books to be kept.

COPARTNERSHIP.

of carriers, together with all such circumstances of names, times and places, as may be necessary or useful, for the better manifestation of the state and proceedings of the trade or business of the said copartnership.

Books, &c. to be kept at offices. THAT the said books of accounts, together with all bonds, bills, specialties, assurances, notes, letters, and other papers and writings, which shall from time to time concern or relate to the said copartnership, shall remain and be kept in the said offices at *Stourport* aforesaid, or at such other place as the partners shall mutually agree upon.

To have free access. THAT each and every of them the said G. A., J. W., and H. A. and his and their executors and administrators, or who else they may appoint, shall and may have free access to inspect, examine, cast up, and copy out of the said books, at his and their own will and pleasure, without any hindrance, or of or by the others or other of them.

Appointment of a cashier. THAT the said J. W. shall be, and he is hereby appointed, and he hereby undertakes and agrees to be the principal cashier to the said copartnership trade or business, until the said copartners shall mutually agree to appoint any other person to be such cashier, and that the said J. W. as such cashier, shall keep a proper cash book, in which he shall fairly enter all receipts and payments on account of the trade or business of the said copartnership, to be open at all times to the inspection and examination of the other copartners, and he shall balance the said cash book at the last day of every month, unless the same shall happen on a Sunday, and in that case on the Saturday preceding; but in case the said J. W. shall be prevented by illness, or by being absent on journeys, or by inevitable accidents from acting as such cashier; then and so often as the same shall happen, and so long as occasion shall require, the said cash books shall be kept by the copartner or copartners who shall be then residing at *Stourport* aforesaid, and shall be balanced once a month in manner aforesaid.

To account as to money accredited with cashier. THAT each of the said copartners who shall receive money, bills, notes, or other securities on account of the said copartners, shall, within fourteen days from his receiving the same, or returning from a journey, account for and pay the same into the hands of the said J. W. or the cashier of the said copartnership for the time being, as the case may.

Banking account. THAT in case the said copartners shall mutually agree to and decide upon keeping a banker's account, the said J. W. and the cashier for the time being shall, from

time to time, as and when the same shall amount to the sum of pay all monies, bills, and notes, and other securities received by him on account of the said copartnership, into the banking house of the bankers for the time being of the said copartnership trade or business, to the joint account of the said copartners, unless the said copartners shall mutually agree otherwise to pay or dispose of the same. And that all drafts or orders upon the bankers shall be signed by the said J. W. as the cashier for the time being of the said copartnership, and by neither of the copartners, except by the mutual consent of the other copartners.

THAT the said copartners shall at all times during the continuance of the said copartnership, diligently and faithfully employ themselves in and about the said trade or business, in carrying, managing, and conducting the same for the greatest benefit and advantage of the said copartnership. To be diligent.

That the premium or premiums which may be received with or for any apprentice or apprentices who may be taken by the said copartners or any of them, shall be considered and applied as part of the gains and profits of the said trade or business. Apprentices.

THAT each of them the said, &c., shall be just and faithful to the others and each other of them in all buying, selling, accounts, reckonings, receipts, payments, dealings, and transactions in or concerning or relating to the said copartnership and premises, and shall and will on request, give, make, and render to the others and each other of them, a just and faithful account in writing of the same, when and so often as such account shall be reasonably required. To be faithful to each other.

THAT each of them the said, &c., shall and will at all times during the continuance of the said copartnership, and afterwards, until the account of the said copartnership shall be finally wound up and settled, upon any reasonable request of the others or any of them, inform the others and each other of them, of all such letters, accounts, writings, and other things which shall or may come into his hands, or to his knowledge in anywise touching or concerning the trade, business, or accounts of the said copartnership. To give information to each other.

THAT none of them the said J. G. A., J. W., and H. A., shall, without the consent in writing of the other or others of them, employ any money, goods, or effects belonging to the said copartnership, or engage the credit thereof in any matter or thing except upon the account and for the use and benefit of the said copartnership, in the regular course of their trade or business. Not to employ money without consent.

Not to trust when notice has been given not to do so. **THAT** none of them the said, &c., shall at any time during the continuance of the said copartnership, trust any person or persons, or lend any of the monies, or deliver upon credit any of the goods belonging to the said copartnership, to any person or persons whom the others or any other of them, shall before the giving of such trust, or the sending or delivering of such money or goods, have forbidden them or him, by notice in writing to trust.

In case of trusting, penalty. **THAT** if any of them the said shall trust any person or persons, or lend any money, or deliver upon credit any goods, of or belonging to the said copartners, after such notice given as aforesaid, then and in every such case, the party so trusting, lending, or advancing upon credit any such money or goods as aforesaid, shall pay to the said copartnership, so much ready money as the full amount or value of the money or goods which he shall so trust, lend, or deliver upon credit as shall amount unto or be valued at.

Not to buy without consent. **THAT** none of them the said J. G. A., J. W., and H. A., shall buy, order, or engage in any contract, for any goods, wares, articles or things, exceeding the value of 100*l.*, without the consent in writing of the others or other of them for that purpose being had and obtained; and that if any of them the said J. G. A., J. W., and H. A., shall buy, order, or contract for any goods, wares, or other article or articles, or things exceeding the value of 100*l.*, without such consent as aforesaid, and obtained in that behalf, Then and in every such case, the others or other of them, shall have it in their or his choice or option, either to receive and take such goods, wares, or article, or articles, or things, for and in account of the said copartnership, or to let the same remain and be for the separate use and benefit of the party or parties, who shall so trust, buy, order or contract for the same, without the consent of the others or other of them as aforesaid.

Not to compound, &c. **THAT** none of them the said, &c., shall, without the consent of the others or other of them in writing first had and obtained, compound for the settlement of any account by abatement or allowance, for damages or casualty relating to the trade of the said copartnership, when the same shall exceed the sum of 20*l.*, or compromise for any debts due to the said copartnership, or enter into any bond, judgment or statute, or become bound or charged as bail, surety, or security with, or for any person or persons whomsoever, or subscribe any policy of insurance, or draw, sign, indorse or accept any note, bill of exchange or other security, in the names, or on the credit of the said copartnership.

THAT none of them the said, &c., shall do, or wittingly or willingly suffer to be done, any act, matter or thing whatsoever, whereby or by means whereof the capital or stock in trade of the said copartnership, or any part thereof, or any other property belonging to the said copartnership, may be seized, attached, extended, or taken in execution.

To do no
act to cause
goods to be
attached,
&c.

THAT each of them the said, &c., shall and will from time to time, duly and punctually, pay and discharge the debts now due and owing, or hereafter during the continuance of the said copartnership, to be due and owing from him or them to any person or persons whomsoever, and shall and will at all times hereafter, save, defend, keep harmless, and undiminished, the others and each other of them, their and his heirs, executors, and administrators, and the said capital or joint stock and property of the said copartners, and the gains and profits thereof, of and from all their respective private and separate debts, and engagements already contracted or entered into, or hereafter during the continuance of the said copartnership, or before the accounts of the said copartnership shall be finally wound up and settled, to be contracted or entered into, and of and from all actions, suits, costs, charges, damages, and expenses on account of the same.

To punc-
tually dis-
charge
debts.

THAT in case the said J. W. shall at any time during the continuance of this copartnership, be guilty of any fraud or dishonest act, contrary to the true intent and meaning of these presents, and of the parties hereto, whereby, or by reason or means whereof the interest or welfare of the said concern shall be injured, it shall be lawful to and for the said J. G. A. and H. A., immediately upon the discovery of such fraud or dishonest action, to dissolve or determinate the said copartnership, as far as regards the said J. W., by giving to the said J. W., or leaving for him at the office or place where the said copartners' business shall be then managed, notice in writing, signed by them the said J. G. A. and H. A., of their desire to dissolve and determine the said copartnership. And the said copartnership shall be considered as dissolved and determined, as far as regards the said J. W., from the time of the delivery or leaving of such notice as aforesaid, as if the same had expired by effluxion of time.

If cashier
guilty of
fraud, pe-
nalty.

THAT in case the said J. G. A. and H. A., or either of them, shall at any time during the continuance of the said copartnership, be guilty of any fraud or dishonest act, contrary to the true intent and meaning of these presents, and if the parties hereunto, whereby or by reason or means whereof the interest or welfare of the said con-

In case the
other two,
&c.

cern shall be injured, it shall be lawful for the said J. W., immediately upon the discovery of such fraud or dishonest act, to withdraw from the said concern, upon giving to the said J. G. A. and H. A., or leaving for them at the office or place where the said copartnership business shall be then managed, notice in writing signed by him the said J. W., of his intention to withdraw from the said copartnership, and then and in such case, and from the time of the delivery of such notice, the said copartnership shall be considered as dissolved, as far as regards the said J. W., as if the same had expired by effluxion of time.

An estimate to be made every 31st Dec.

THAT on the 31st day of December now next ensuing, and on the 31st day of December, which will be in each of the years, &c., or as soon after such 31st day of December in every year, as soon as convenient may be, not exceeding three months, a full and general account and estimate in writing, shall be made and taken by the said copartners, of all such goods, wares, articles, and merchandize, as shall have been sold in the trade of the said copartnership, and of all the stock, monies, boats, debts and other things belonging, or due and owing to the said copartnership, or any of the copartners, by reason of the said trade or business, and of all such other wares and things, as are usually comprehended in annual accounts of the like nature, taken by partners engaged in the trade or business of carriers; and that a just valuation and appraisement shall be made of all the particulars included in such account, which shall in their nature be susceptible of valuation or appraisement, and the said general account or estimate of valuation imposed, shall from time to time be written into three books, and be signed and subscribed in every such book by each of them the said J. G. A., J. W., and H. A., within one calendar month next after the time appointed for taking the same respectively.

Each partner to have a book of account, &c

THAT after each such subscription, each of them the said parties, shall take one of the said books into his custody, and shall be bound and concluded by every such account respectively, unless some manifest error shall be found therein, and signified by any of the said parties to the others or other of them, within three calendar months next ensuing the signing of such accounts, in which case such error shall be rectified.

That after every such general account or estimate, and valuation and appraisement, shall have been so made and taken, and signed by the said partners as aforesaid, and at the expiration of four months from the 31st day of December in every year as aforesaid, all the surplus or residue, which from time to time shall re-

main, of the net gains and profits of the said trade or business, after such annual sums of money and allowances shall have been so taken and made out of the same, as herein directed, and after deducting thereout 10 $\frac{1}{2}$ per cent. upon the stock only of the boats, stores, and other joint property of the said copartnership, and after leaving the full capital sum of 10,000*l.* in the said trade or business, shall be taken out by the said copartners in the proportion following, (that is to say), the said J. G. A., two-fifth parts thereof, and the said H. A., the remaining one-fifth part thereof; and in case, upon taking such general account or estimate, and valuation and appraisement, there shall appear to have been a loss instead of a profit, arising from the said copartnership, then, and during so often as the same shall happen, they, the said J. G. A., J. W., and H. A., shall, immediately thereupon, pay, and contribute towards making up and restoring the deficiency of the said capital of the said joint trade, to the full sum of 10,000*l.*, in the following proportions, (that is to say), the said J. G. A., two-fifth parts, the said J. W., two-fifth parts, and the said H. A, one-fifth part of such deficiency.

THAT within three calendar months next after the expiration of the said copartnership, a general account in writing, of all the stock in trade, monies, debts, and effects, then belonging to, or remaining, or being in the trade or business of the said copartnership, and of all debts and sums of money due or owing, from, or by the said copartners, to any person or persons. And a valuation and appraisement of all the particulars included in such account, which, in their nature, shall be susceptible of valuation or appraisement, shall be respectively made, stated, settled, and taken, and signed and subscribed, in such manner as hereinbefore is expressed, with respect to the annual account or expenses, and valuation or appraisement hereinbefore described.

A general account to be made within three months after expiration of copartnership.

THAT immediately after the finishing of such last-mentioned account, the said partners shall pay their respective parts and shares of the debts and duties owing by them upon their joint interest, in respect of the said copartnership. And subject that the said J. G. A., and J. W., shall be entitled to the capital, or stock in trade of the said copartnership, in proportion to their respective shares and interests therein, and the same shall be divided among them accordingly. And in case of any difference of opinion shall arise between or amongst the said parties respecting such division, the same shall be referred to arbitration, in manner hereinafter mentioned.

After finishing account, to pay, &c.

THAT in the event of the death of any, or either of them, the said, &c., during the continuance of the said death, &c.

In case of death, &c.

copartnership, the surviving partners or partner, as the case may be, shall, within one month after the decease of such partner or partners, produce to the executors or administrators of the partner or partners so dying, the balance sheet, bearing signatures of each of the said partners, of the last settlement of accounts, in order to shew what the deceased partners or partner had, or was entitled to in the said concern.

If G. A.,
&c.

THAT in case the said J. G. A. shall depart this life, at any time during the continuance of the said copartnership, the said J. W. and H. A., shall continue to carry on the said copartnership for the remainder of the said term of seven years, (subject to the same being determined on the 1st of January, 18 , in manner hereinbefore mentioned), upon the terms subject to the stipulations and agreements herein contained, as far as the nature of the case will admit, under the firm of, &c.; and in such case, the said H. A. shall stand possessed of, and interested in, the said two-fifth parts or shares of the said J. G. A., of and in the said concern, and the gains and profits thereof, for the remainder of the said term of seven years, *in trust for the executors, administrators, and assigns of the said J. G. A.*

In case of
death of H.
A.

THAT in case of the death of the said H. A., at any time during the continuance of the said copartnership, the share of the said H. A., by and in the said concern, and the gains and profits thereof, shall, during the remainder of the said term of seven years, go and belong to such partner and partners, and in such shares and proportion as the said H. A., shall, by his last will and testament, in writing, or any writing in the nature of, or purporting to be, his last will and testament, or any codicil or codicils thereto by him duly signed, directed, or appointed, and in default of such direction and appointment, to the executors or administrators of the said H. A.

If J. W.
die, &c.

THAT in the event of the death of the said J. W., at any time during the continuance of the said copartnership, the surviving, or continuing partner or partners, shall pay, or cause to be paid, to the executors or administrators of the said J. W., the value of his shares of and in the said copartnership, as the same shall appear, by the then last yearly general account or estimate and valuation, including thereby all of the net gains and profits of the year preceding, by equal instalments, the first instalment then to be paid at the end of from the death of the said J. W., with interest, after the rate of five per cent. per annum, for the whole amount of such instalments, to be complete from the time of such death; such instalments of principal and interest to be

respectively secured by bills of exchange to be accepted by the surviving partners or partner, as the case may be, in favour of the executors or administrators of the said J. W. ; and also by the bond of the surviving partners or partner ; and the expenses of such bills of exchange and bond to be borne by the surviving partners or partner.

THAT in each and every of the several cases of death hereinbefore provided for, the surviving partners or partner shall, at their or his expense, create and give to the executors or administrators of the partner or partners so dying, their or his bond in indemnifying the estate and effects of such deceased partner or partners from and against the debts and duties which shall be then due and owing from or by the said copartners, and all claims and demands whatsoever, for or on account of the same, such bond to be joint and several if there shall be more than one surviving partner

In cases of death, to give bond, &c.

THAT in case of the death of the said J. W., the surviving partners or partner shall be entitled to the share of the said J. W. of and in the said copartnership stock, and in the gain and profits of the said trade or business, and the same shall be divided between or among such surviving partners, if more than one, in proportion to their respective shares of and in the residue of the said copartnership stock, and of the gains and profits of the said business, and such last mentioned partners shall continue to carry on the said trade or business in copartnership, during all the then residue of the said term of years, upon such and the same terms, and under such and the same conditions and agreements as hereinbefore and hereinafter contained, or as near thereto as the case will admit.

Provision as to death of J. W.

THAT in case of the death of the said J. W. as aforesaid, the monies to be secured by the bills, and the bond to be accepted and executed respectively by the same partners or partner as aforesaid, shall as between such surviving partners or partner, or their or his respective representatives, be paid out of the said capital stock of the said copartnership ; or in case the same shall be deficient, then by the said partners or partner in proportion to their respective shares in the said copartnership stock.

THAT in case of the death of the said J. W., and the trade or business of the said copartnership being continued by the surviving partners or partner, if such surviving partners or partner, or either of them, shall after the decease of the said J. W. admit any new partners or partner, or withdraw himself or themselves from the said copartnership, so as to make any altera-

COPARTNERSHIP.

tion whatsoever in the firm of the said copartnership for the time being, or if no such alteration shall be made in the said firm, but default shall happen in payment of any of the instalments of principal and interest, hereinafter agreed to be secured to the executors or administrators of the said J. W., or any part thereof respectively, then and in such of the said cases, and from thenceforth, the executors or administrators of the said J. W. shall have full power and authority to inspect such copies of all the books of accounts and other papers, due and owing, relating to the said concerns of the said copartnership, at all seasonable times, on giving in each case seven days' notice, in writing, to the partners or partner for the time being, carrying on the said trade or business in their or his interest in that behalf; and if he or they upon any such inspection shall be of opinion that from the state of the said trade or business of the said firm, or from any diminution of capital in the said firm, or on account of any proceeding or proceedings to be done or suffered by this firm, or any partner or partners, or any other circumstance whatsoever relating to the premises, whereby their or his security for the money which shall have been secured to them or him by the surviving partner or partners, pursuant to the provisions hereinbefore in that behalf contained, or any part thereof shall be in any respect deteriorated or rendered unsafe, or that the persons or person liable to pay the same or any of them shall have become less responsible or less worthy of credit, then and in every such case, a reference shall be made to three indifferent persons, to be chosen within the term, and in manner, and under such and the same provisions, in all respects, as are specified in the general clause of arbitration hereinbefore contained; which three persons, or any of them, shall have full power to inspect and examine all the books of accounts, letters, and papers of or belonging to the said firm, and if the said three persons, or any two of them, shall by their award agree in opinion with the executors or administrators of the said J. W. with respect to the matters aforesaid, then and in every such case immediately thereupon, all the stock in trade and effects of the said firm whatsoever, with the good will of the said trade or business, shall be sold and disposed of, collected and got in, and a final distribution of the same, and the money arising therefrom shall be paid in such and the same manner as if the said copartnership had expired; and the money secured to the executors and administrators of the said J. W.; and the remaining clear share upon such distribution be paid instantly, and a proportionate share of

the said partners or continuing partner in the said capital or general stock, but nothing in this present clause mentioned, is intended to be in anywise prejudicial, or to affect the said security which shall have been given by the surviving partners or partner to the executors or administrators of the said J. W., for any such principal money and interest as aforesaid, or any part thereof respectively.

THAT if any one or more of them, the said, &c. shall be minded or desirous of withdrawing himself or themselves from the said copartnership, at the expiration of five years from the said day of and shall give twelve calendar months' previous notice, in writing, of such his or their mind or desire unto the other copartner or copartners for the time being, or leave such notice at the place where the said trade or business shall be managed or carried on; then and in such case, the said copartnership so far as regards such partner or partners who shall be desirous of withdrawing as aforesaid, shall cease and determine on the day of If either withdraw, &c.

THAT in case any one or more of them, the said copartners, shall retire from the said copartnership at the time limited, in that behalf contained; then and in such case, or either of such cases, the amount or value of the share or shares of him or them so retiring as aforesaid, of and in the said copartnership stock, and the gains and profits thereof shall be paid by the continuing partners or partner, to the partner or partners who shall so retire, by equal instalments at six, nine, and twelve months from the said day of with interest from that day for the same, at the rate of 5*l.* per cent. per annum, and also the amount of the debts due to the said copartnership, as the same shall be given in and received on or before the day of and the remainder of such of the debts of the said copartnership as shall not be collected on or before the day of to be taken by tender of either party under seal, offering the largest value for the same, and such uncollected debts to be then accordingly assigned to and at the expense of the partner or partners taking the same by the other partners.

THAT the several instalments hereinbefore agreed to be paid to the partners so retiring as aforesaid, and the interest thereof, shall as soon as the amount thereof can be ascertained, be secured by bills of exchange to be accepted by the continuing partners or partner in favor of the partners or partner so retiring, and also by the bond or bonds of such continuing partners or partner, such bond to be joint and several, if there shall be more than one continuing partner, and the expenses of such As to the instalments to retiring partner.

bill of exchange, and bond or bonds to be borne and paid by the continuing partner or partners.

Bond to retiring partner.

THAT in every case where any of the said copartners shall retire from the said copartnership in pursuance of the powers hereinbefore in that behalf contained, the continuing partners or partner shall at their or his expense give to the partners or partner so retiring, their or his bond for indemnifying such partner or partners so retiring, and his and their estate and effects from and against the debts or duties which shall be then due or owing from or by the said copartners, and all claims and demands whatsoever for and in respect of the same, such bond to be joint and several, if there shall be more than one such continuing partner.

In such case continuing partner entitled to the share of retiring partner.

THAT in every such case, the continuing partners or partner shall be entitled to the shares or share of the partner or partners so retiring, of and in the said copartnership stock, and of and in the gains and profits to arise from the said trade or business, after such partner shall so retire, and the same shall, if there shall be only one continuing partner, be taken wholly by such one continuing partner: but if there shall be two continuing partners, then the same shall be divided between and amongst such continuing partners in proportion to their respective shares of and in the residue of the said capital or joint stock, and of and in the gains and profits of the said business, and such last mentioned partners shall continue to carry on the said trade or business in copartnership during all the then residue of the said term of seven years, upon such and the same terms, and under such and the same conditions as are hereinbefore and hereinafter contained, or as near that as the case will admit.

Clause of arbitration.

THAT if any doubt, difference, or dispute shall at any time or times hereafter arise or happen between or amongst any of the said copartners, or between any of them and their executors, administrators, or assigns of any of them, or between the respective executors, administrators, or assigns of any of them, touching the construction of these presents, or any clause, matter, or thing herein contained, or any account, estimate, valuation, or appraisement, to be made as hereinbefore is mentioned, or any matter, cause, or thing whatsoever, in anywise relating to or concerning the said copartnership, or the conducting, managing, or final settlement of the same, and such doubt, question, difference or dispute shall not be fully decided between or amongst themselves within one calendar month next after the same shall arise, that and as often as the same shall

happen, such doubt, question, difference, or dispute, shall, upon the request of any of them the said partners, or the executors, or administrators of any of them, from time to time be reduced into writing, and be committed as aforesaid to the hearing and arbitration of three indifferent persons, two of them to be chosen by the persons so doubting, differing, or in dispute, and the third by the persons first chosen for that purpose from time to time, within the space of two calendar months next after such request; and in the choice of such referees, it is understood and agreed by and between all the said parties, that the said G. A. and H. A. shall have only one vote, and the said J. W. one vote, and the award, order, and determination of the three persons to be chosen as aforesaid, or any two of them, in the matter so referred to them, shall be binding and conclusive upon the partners doubting, differing, or in dispute, as aforesaid, and their respective heirs, executors, administrators, and assigns; and shall be performed, observed, and kept by them accordingly, without any other suit or trouble whatsoever, so as such award, order, or determination, be made and set down in writing, under the hands and seals of such three persons, or any two of them, within the space of twenty-eight days after all the said three persons shall be so elected as aforesaid; and in case any or either of the said parties hereto, or their executors or administrators, shall neglect or refuse to appoint, or name such arbitrators, for the space of seven days after he shall have been required so to do by the parties aggrieved, or seeking such reference, then and in such case and so often as the same shall happen, it shall be lawful for the referee for the parties aggrieved, on seeking such reference, of himself to appoint an arbitrator who shall proceed to decide in the same way as such three persons might have proceeded, if duly chosen as aforesaid; and the decision of such one arbitrator shall be as binding in all respects with all the parties to these presents, and the executors and administrators of each of them, as the award of such three or two arbitrators so to be named as aforesaid, would have been; provided, nevertheless, that the award of such one arbitrator, so to be approved by the parties aggrieved, or seeking such reference as aforesaid, be made and set down in writing, under the hand and seal of such other arbitrator, within the space of twenty-eight days after he shall have been so appointed as aforesaid.

That for the further and better ensuring the particular observance of any awards so to be made as aforesaid, the reference or submission for or in behalf of the

COPARTNERSHIP.

same, shall from time to time be made a rule of the court of King's Bench at *Westminster*, according to the form of the statute in that court made and provided.

IN WITNESS.

Admission of a Partner, by annexing the same to the Copartnership Deed.

THIS INDENTURE of four parts, made the day of in the year of the reign of King George the Fourth, between A. B., of, &c., a party to the articles of agreement hereunto annexed, of the first part; C. D., of, &c., also a party to the said agreement, of the second part; E. F., of, &c., aforesaid, accountant, another party to the same agreement, of the third part; and G. H., of, &c., of the fourth part.

WHEREAS, the iron trade or business of the said hereunto annexed agreement, bearing date the, &c., has been followed or carried on by the aforesaid A. B., C. D., and E. F., as copartners, from the day of in the same year, in pursuance of such agreement, and according to the covenants and agreements therein contained, to the day of the date of these presents (save and except), that in lieu, and instead of the sum of

l. a piece, in the said articles of copartnership, agreed to be advanced by the said A. B. and C. D., as therein mentioned, they, the said A. B. and C. D., have each of them advanced, and brought into the said copartnership, trade, and business, the sum of l. a piece, making, together, the sum of l.; and in order the more better, and the more effectually to carry on the said trade and business, the said A. B. and C. D.

have borrowed and taken up, at interest, the sum of l., of and from E. B., of, &c., aforesaid, and have made and entered into a certain bond or obligation, to him, the said E. B., for securing the repayment thereof. AND WHEREAS, in consideration of the sum of l., advanced and paid, brought in and added,

to the said copartnership estate and effects, by the said G. H., it hath been proposed and agreed, by and between the said parties hereto, that the said G. H. shall be admitted a partner in the said trade or business, as hereinbefore mentioned. NOW THIS INDENTURE WITNESSETH, that in pursuance of the same agreement, and in consideration of the said sum of l. so advanced and brought in by the said G. H. as aforesaid, to the account of the said copartnership, they, the said A. B., C. D., and E. F., do hereby severally

covenant, promise, and agree, to and with the said G. H., his executors, administrators, and assigns, that the said G. H. shall be admitted a partner in the said trade or business, now carried on by them as aforesaid, from the day of the date of these presents; and that in future it shall and may be lawful, to and for the said A. B. and C. D., to take no more than two eighth-parts or shares each of the profits of the said concern, and that two other eighth-parts or shares of the profits of the said concern, shall remain payable to the said E. F., according to the purport of the annexed agreement; and the remaining two-eighth parts or shares thereof shall go and be paid to the said G. H., or his assigns, for so long as the copartnership between the parties shall continue. AND THIS INDENTURE FURTHER WITNESSETH, that they, the said A. B., C. D., E. F, and G. H., for the end, intent, and purpose, and in respect for the special trust, good opinion, and confidence which they respectively repose in each other, and for the improvement and augmentation of their respective fortunes and estates, do hereby mutually covenant, promise and agree, to and with the others and other of them, and with each and every other of them, their, and each and every other of their executors and administrators, by these presents, in manner following, (that is to say); that they, the said A. B., C. D., E. F., and G. H., shall and will, from the day of the date hereof, commence, and continue to be, copartners and joint traders in the iron work or business, and sale of iron and other things, incident and belonging thereunto, in all profit and loss thereby, for and during the now residue of the said term of twenty-one years, mentioned in the said articles of copartnership, in case they, the said copartners, shall so long live, determinable as in the within-written, or hereunto annexed articles of agreement is mentioned; but not in any other matter or thing relating to any or either of their other trades, business, or employments, or otherwise howsoever, upon and with their present stock in trade, in such shares and proportion as to profit and loss, and under and subject to such and the like terms, conditions, provisos, limitations, agreements, and restrictions, as are in the said articles of copartnership annexed, mentioned, expressed, and declared, of and concerning the said copartnership's capital, stock, and trade, and other the matters and things therein comprised; as fully and effectually, to all intents and purposes, as if the same terms, agreements, matters and things, were particularly mentioned, expressed, and repeated, in and by

these presents, inserting the name of the said G. H. therein.

AND IT IS HEREBY AGREED AND DECLARED, by and between the said parties to these presents, that the said sum of £. now due and owing to the said E. B. as aforesaid, and the interest attending the same, shall hereafter be deemed answered and taken as a debt due and owing from the said copartners, parties to these presents, and shall be satisfied and paid by and out of the said copartnership estate and effects, but that all other sum and sums of money, now due and owing from the said estate and effects, to any person or persons whomsoever, shall be borne and paid by the said A. B. and C. D.; and that all debts and sums of money, now due and owing to the said copartnership estate and effects, shall belong to, and remain the estate and effects of the said A. B. and C. D.

AND it is hereby agreed and declared, by and between the said parties to these presents, that, subject to the conditions and agreements contained in the said articles of copartnership, the said copartnership estate and effects, be and remain, and belong to the said A. B., C. D., E. F., and G. H., their respective executors, administrators, and assigns. IN WITNESS, &c.

Dissolution of Copartnership with Assignment.

THIS INDENTURE, made, &c., between T. F. G., of, &c., barge-owner, of the one part, and J. G. A. and J. J., both barge-owners and wharfingers, of the other part.

WHEREAS, the said T. F. G., J. G. A. and J. J., did in the month of which was, &c., enter into copartnership with each other, in the trade or business of barge-owners, having on the river *Severn* trade, the firm of, &c., for the term of seven years thence next ensuing, in which trade or business, the said T. F. G., was the copartner or proprietor of two fourth parts or shares, and the said J. G. A. and J. J., were each of them the copartners, or proprietor of the remaining two fourth parts or shares.

AND WHEREAS, by articles of agreement, made and entered into by the said parties, in the month of, &c., which was, &c., it was amongst other stipulations therein particularly mentioned, mutually agreed upon, that the said trade or business, should in future be carried on under the firm of, &c., and in which said trade or business, the said J. G. A. was the copartner or proprietor of one equal third part or share thereof; the said J. J.

was the copartner or proprietor of one other equal third part or share thereof; and the said T. F. G. was the copartner or proprietor of the remaining other equal third part or share thereof.

AND WHEREAS, the said J. G. A., J. J., and T. F. G., have agreed to dissolve the said copartnership, and that the same, as from the day of last, shall cease and determine; and the said T. F. G. hath, in consideration of the sum of £., agreed to assign to the said J. G. A. and J. J., the third part or share of him the said T. F. G., of and in the said partnership estate and effects, as hereinbefore mentioned.

NOW THIS INDENTURE WITNESSETH, that in pursuance of the same agreement, they the said, &c., with the mutual assent of each other, have determined and dissolved, and by these presents, do determine and dissolve the said copartnership, so that the same shall, as from the day of last, cease and determine.

AND THIS INDENTURE FURTHER WITNESSETH, that in pursuance of the said agreement, and in consideration of the sum of, &c., to the said T. F. G., in hand, paid by the said J. G. A. and J. J., at or before the execution of these presents.

AND in consideration of the covenants and agreements hereinafter contained, on the part of the said J. G. A. and J. J., he the said T. F. G., hath granted, bargained, sold, released, and assigned, and, &c. All that the one undivided third part or share, or other parts or shares of him the said T. F. G., of and in all and singular the vessels, trows, or other implements, stores, and furniture, belonging to the said trade or business. And of and in all and singular the leasehold messuages, lands, tenements, and houses. And of and in all and singular the debts, and sums of money, and all other the estate, effects, profits, and interest whatever, of and in, due, owing, and belonging to them the said, &c., as copartners as aforesaid; and all the estate, right, title, interest, property, claim and demand whatsoever, of him the said T. F. G., of, in, to, or out of the said one undivided third part or share and premises, hereinbefore mentioned, and intended to be hereby assigned, and every or any part thereof; to have and to hold the said one undivided third part or share, and premises hereinbefore mentioned, and intended to be hereby granted, bargained, sold, released, and assigned, unto them the said J. G. A. and J. J., their executors, administrators, and assigns, as tenants in common, to and for their own use and benefit. And for the better enabling the said J. G. A. and J. J., the executors and assigns, to receive the said debts, sums of money, and premises, men- Power of attorney.

tioned and intended to be hereby assigned, he the said T. F. G., hath made, ordained, constituted, and appointed, and by these presents doth, &c., the said J. G. A. and J. J., jointly and severally, his true and lawful attorney and attornies, irrevocably, in his name or in their own names, as they shall think necessary or expedient, to ask, demand, sue for, recover, and receive, by all lawful and equitable ways and means whatsoever, of and from all and every person and persons whom it doth, shall or may in anywise concern, or who ought to pay the same, the said sums of money and premises mentioned and intended to be hereby assigned; and in case of non-payment thereof, or of any part thereof respectively, to commence and prosecute any suit or action for the recovery thereof, or of any part thereof; and on receipt thereof, or any part thereof respectively, from time to time, to sign, seal, give, and execute, good and sufficient releases, acquittances, and discharges, for the same, and also to appoint and substitute one or more attorney or attornies, to get in all or any of the premises under them the said, &c., their executors, administrators, and assigns, and from time to time, to displace or remove any such attorney or attornies, and any other person or persons in his or their place and stead, and from time to time again to substitute and appoint, and generally to make, do, and execute all and every such act and acts, thing and things, as shall or may be necessary or expedient for obtaining, getting in, and receiving the said sum and sums of money and premises, mentioned and intended to be hereby assigned, as fully and effectually in all respects, and to all intents and purposes as he the said T. F. G. did, or might have done in case these presents had not been made. And the said T. F. G., doth hereby agree to allow, ratify, and confirm, all and whatsoever the said J. G. A. and J. J., their executors, administrators, and assigns, or their substitute or substitutes, shall lawfully do or cause to be done in all the premises agreeable to the true intent and meaning of these presents. And the said J. G. A. and J. J., for themselves jointly and severally, and for their respective heirs, executors, and administrators, do hereby covenant, promise, and agree, to and with the said T. F. G., his executors, administrators, and assigns, that they the said, &c., or the one of them, their or one of their heirs, executors, or administrators, shall and will, within the space of three calendar months, now next ensuing, pay and discharge all the debts, and perform all the contracts and engagements, which the said, &c., or any of them are liable to pay, for or on account of the said copartnership, and from time to

time, and at all times hereafter, save, defend, keep harmless and indemnified, the said T. F. G., his heirs, executors, and administrators, and his and their lands and tenements, goods and chattels, of and from the said debts, contracts, and engagements, and of, from, and against all actions, suits, costs, charges, damages, claims, and demands whatsoever, on account thereof. And lastly, the said T. F. G. on the one part, and the said J. G. A. and J. J., on the other part, do hereby acquit, release, and discharge the others and other of them, of and from all and all manner of action and cause and causes of action, suits, accounts, sums of money, claims, and demands whatsoever, either at law or in equity, which any or either of them the said, &c., their executors or administrators, now have, or hath or may have against the others or other of them, their or his heirs, executors, or administrators, for or by reason or on account of the said copartnership, or of any of the covenants and agreements contained in the said recited indentures mentioned or contained (except only the covenants and agreements hereinbefore contained).
IN WITNESS, &c.

Dissolution of Copartnership.

THIS INDENTURE between A. B., of, &c., and C. D., of, &c., of the one part, and E. F., of, &c., of the other part.

WHEREAS, the said A. B., C. D., and E. F., did on the day of 18 , enter into a copartnership with each other in the trade or business of barge owners, trading on the river *Severn*, for the term of seven years, thence next ensuing, in which trade or business, the said C. D. is the copartner and proprietor of two fourth parts or shares, and the said A. B. and E. F. are each of them, the copartner or proprietor of the remaining two fourth parts or shares.

AND WHEREAS, the said A. B., C. D., and E. F., the better to enable them to carry on the said trade and business, borrowed and took up at interest of and from L. M., of, &c., the sum of 2700*l.*, which same sum with interest was secured to the said L. M. by the joint bond of them the said A. B., C. D., and E. F., bearing date, &c.; and was also further secured to the said L. M. by mortgage or security of divers freehold and leasehold messuages or dwelling-houses in, &c., the estate and property of the said A. B. and C. D., or the one of them, but which same sum and interest is a partnership debt, and intended to be satisfied and dis-

charged by and out of the said copartnership estate and effects.

AND WHEREAS, the said copartnership is indebted to the C. D. company, in the county of in the sum of 400*l.*, secured by the promissory note of the said copartners, with interest.

AND WHEREAS, the said A. B., C. D., and E. F., have, on the terms and for the considerations herein-after expressed, agreed to dissolve the said copartnership, and that the same as from the day of the date hereof shall cease and determine.

NOW THIS INDENTURE WITNESSETH, that in pursuance of the same agreements, they the said E. F., A. B., and C. D., with the mutual assent of each other, have determined and dissolved, and by these presents do determine and dissolve the said copartnership.

AND THIS INDENTURE FURTHER WITNESSETH, that in further pursuance of the said agreement, he the said E. F. hath bargained, sold, released, and assigned, and, &c., unto the said A. B. and C. D., their executors, administrators, and assigns, all that the half part, or share of him the said of and in a certain barge or vessel, called the *Victor*, and of and in the trow boats, stores, &c. to the same belonging, in such and the same plight and condition, as nearly as may be, and tear and wear excepted, as the same were in when purchased of the said L. M., to have and to hold the said *premises*, hereinbefore mentioned, and intended to be hereby assigned, unto the said A. B. and C. D., their executors, administrators, and assigns, as tenants in common, to and for their own use and benefit. AND THIS INDENTURE FURTHER WITNESSETH, that in further pursuance of the said agreement, and in consideration of the covenants and agreements hereinbefore contained on the part of the said E. F., they the said A. B. and C. D. have, and each of them hath bargained, sold, released, and assigned, and by these presents do, and each of them doth bargain, sell, release and assign unto the said C. D., his executors, administrators, and assigns, all those the two fourth-parts or shares of them the said A. B. and C. D., of and in all, &c., those, &c., and the implements, stores, and furniture thereof; and of and in all and singular the said leasehold messuages, lands, tenements, and hereditaments, and of and in all and singular the debts and sums of money, and all and other the estate, effects, and property, due and owing, and belonging to them the said C. D. and E. F., in the said copartnership trade, (save and except the premises hereinbefore mentioned to be hereby assigned by the said A. B.),

and all the estate, right, title, interest, property, claim, and demand whatsoever, of them the said C. D. and E. F., or either of them, of or in, to or out of the said two undivided four parts or shares, and premises last hereinbefore mentioned, and intended to be hereby assigned, every or any part thereof.

TO HAVE AND TO HOLD the said undivided fourth parts or shares, and premises last hereinbefore mentioned, and intended to be hereby bargained, sold, released, and assigned unto the said E. F., his executors, administrators, and assigns, to and for his and their own use and benefit for ever. [*Add a power of attorney from A. B. and C. D. to the said E. F.*].

AND the said E. F., his heirs, executors and administrators, doth hereby covenant, promise, and agree, to and with the said A. B., his executors, administrators, and assigns, that the draft or bill which he the said E. F. hath this day drawn upon Messrs. N. and O., *London*, in favour of him the said A. B. for the sum of *l.* payable three months' after date, shall be duly accepted, and shall be honoured and paid, as and when and as soon as the same shall become due and payable.

AND the said E. F. [*another note by same in favour of C. D.*].

AND the said E. F., for himself, his heirs, executors, and administrators, doth hereby also covenant, promise, and agree, to and with the said A. B. and C. D. severally and respectively, their and each of their executors, administrators, and assigns, that he the said E. F., his heirs, executors or administrators, shall and will within twelve calendar months now next ensuing, well and truly pay, or cause to be paid unto the said L. M., his executors, administrators, or assigns, the said sum of 2700*l.* secured, and due and owing to him as aforesaid, with lawful interest, now due, and henceforth to become due for the same: and all the said sum of 400*l.* now due to the said C. D. company; and also shall and will pay, satisfy, and discharge all and singular the debts, sum, and sums of money, now due and owing from them the said E. F., A. B., and C. D., as copartners, as aforesaid, to any person or persons whomsoever; and also shall and will from time to time, and at all times hereafter, well and sufficiently defend, keep harmless, and indemnify the said A. B. and C. D., their, and each of their heirs, executors, and administrators, lands and tenements, goods, and chattels, of, from, and against all and every the said debts and sums of money, and of and from all actions, suits, claims, and demands whatever, for and in respect thereof. And it is hereby agreed between the said parties hereto, that a notice or advertisement signed by

COVENANTS.

all the said copartners, shall be once inserted in the *London Gazette*, before the fourth day of January now instant. IN WITNESS, &c.

COVENANTS.

COVENANT (*covenantio*) is the consent and agreement of two or more persons, to do or not to do some act or thing contracted between them; also it is the declaration the parties make, that they will stand to such agreement relating to lands or other things, and is created by deed in writing, sealed and executed by the parties. A covenant may likewise be implied in the contract as incident thereto, 2 *Mod. Entr.* 91. And if the persons do not perform their covenants, an action of covenant is the remedy to recover a compensation in damages for the breach thereof. *Ibid.*

There is a covenant real, and a covenant personal; a covenant real is that whereby a man tries himself to pass a thing real, as lands or tenements, or to levy a fine of lands, &c.; and covenant personal is when the same is annexed to the person, and merely personal; as if a person covenant with another, by deed, to build him a house, or to serve him, &c.—*F. N. B.* 45.—5 *Rep.* 10.

There is a difference between a covenant and a condition; a condition broken gives a right of entry, but a covenant broken gives an action only.—*Owen*, 54. Note, also, that a person cannot have an action of covenant upon a verbal agreement, for it cannot be grounded without writing.—*F. N. B.* 45.

Deed of Covenant for the Production of Title Deeds.

THIS INDENTURE made the day of, &c., 1825, between W. B. H., of, &c., of the one part, and J. M., of, &c., of the other.

WHEREAS, by indentures of lease and release, bearing, date, &c., the release being made between, &c., in consideration of the sum of 1750*l.* purchase-money, paid by the said I. M. to the said, &c. All, [*full description*] together with the rights, members, and appurtenances thereof, being lot 3 of certain estates belonging to the said I. C., as assignee of the estate and effects of the said W. B., &c., put up to sale by public auction, to the highest bidder, at the house of B., in D. aforesaid, known by the name of inn, on Saturday,

the, &c., 1825, were conveyed and assured unto and to the use of, and in trust for, the said J. M., his heirs and assigns, as therein mentioned. AND WHEREAS, the several deeds, papers, and writings mentioned or enumerated in the schedule hereunder-written, are now in the custody, possession, or power of the said W. B. H., and relate to the title of the said messuage or tenement, mill, pieces, or parcels of land, hereditaments, and premises hereinbefore described; and also to the title of the manor of W., in the county of S.; and also a certain messuage, farm, lands, tithes and hereditaments, situate, lying, being, and arising in the township of W. aforesaid, now in the possession or occupation of A. B., his under-tenants or assigns, being lot 1 of the said hereditaments, advertised to be sold at the time and place before-mentioned, and which same lot was purchased by the said W. B. H. AND WHEREAS, the said W. B. H. hath agreed to enter into such covenants with the said J. M., for the production of the said deeds, papers and writings as hereinafter mentioned. NOW THIS INDENTURE WITNESSETH, that, in consideration of the premises, and of 10s. of, &c., to the said W. B. H. in hand, paid by the said J. M., upon or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, he, the said W. B. H., for himself, his heirs, executors, and administrators, doth hereby covenant, promise and agree, to and with the said J. M., his heirs and assigns, in manner following, that is to say, that he, the said W. B. H., his heirs, executors, administrators, or assigns, or some or one of them, (unless hindered or prevented by fire or some other inevitable accident which may happen to the said deeds, papers, and writings) shall and will, at any time or times hereafter, upon every reasonable request, and at the costs and charges of the said J. M., his heirs or assigns, produce and shew forth, or cause or procure to be produced and shewn forth, in *England*, and not elsewhere, unto the said J. M., his heirs or assigns, or the owners or owner for the time being of the said messuage or tenement, mill, pieces or parcels of land, hereditaments, and premises, conveyed and assured unto, and to the use of, and in trust for, the said J. M., his heirs and assigns as aforesaid; or to their, or any of their attorney, solicitor, agent or counsel, or to any other person or persons whom they, or any of them shall direct or appoint; or to or before any court or courts of law or equity, or at or upon any trial or trials, hearing or hearings, commission or commissions, for the examination of witnesses, or otherwise, as occasion shall be or require, the several deeds, papers and writings, mentioned and enumerated in the

schedule hereunder written, for the proof, manifestation, support, or defence of the title of the said J. M., his heirs or assigns, or of such owner or owners as last mentioned, of, in, or to the said last mentioned messuage or tenement, mill, pieces or parcels of land, hereditaments, and premises. And that he, the said W. B. H., shall not nor will, at any time hereafter, wilfully deface, cancel, or obliterate the same deeds, papers and writings, or any of them. AND ALSO that he, the said W. B. H., his heirs, executors, administrators, or assigns, or some or one of them, shall and will, from time to time, and at all times, upon request for that purpose, (unless hindered or prevented by fire or other inevitable accident as aforesaid) give or deliver unto the said J. M., his heirs or assigns, or such owner or owners as last mentioned, but at the proper costs and charges of the person or persons requesting the same, a fair, true, attested, or unattested copy of all or any part of each, or any of the same deeds, papers, and writings, and suffer such copies or extracts to be examined and compared with the originals, either by the said J. M., his heirs or assigns, or the same owner or owners, or by any person or persons whom he or they shall appoint. IN WITNESS, &c.

Proviso usually inserted in Deeds of Covenant for production of Title Deeds by Trustees, &c. for Sale, &c. when the greater part, or lots, remained unsold.

PROVIDED ALWAYS, and it is hereby declared and agreed, between and by the said parties to these presents, that in case the said A. B. and C. D. shall, at any time hereafter, sell and dispose of the estate of the said E. F. now remaining unsold, or the greater part in value thereof, and shall really and *bonâ fide* sell and alien the same, and shall procure the purchaser or purchasers thereof to enter into the covenant as is hereinbefore contained, to and with the said L. M., his heirs, *appointees*, or assigns, then this covenant and agreement hereinbefore contained for the production of the said deeds, evidences, and writings, shall be given up to the said A. B. and C. D., to be cancelled, or otherwise become null and void, anything hereinbefore contained to the contrary notwithstanding. IN WITNESS, &c.

Covenants in a Conveyance as to Freehold and Leasehold Hereditaments.

AND the said A. B. doth hereby for himself, his heirs, executors and administrators, covenant, promise and agree, with and to the said C. D., his heirs, executors,

administrators and assigns, in manner following, (that is to say), that he, the said A. B., now hath in himself good right, full power, and lawful and absolute authority to grant, bargain, sell, release, and confirm the said freehold messuages, and other hereditaments hereinbefore granted and released, or expressed or intended so to be, with the appurtenances thereunto belonging, unto and to the use of, and in trust for, the said C. D., his heirs, appointees and assigns, in manner aforesaid, and according to the true intent and meaning of these presents. And also to assign the said leasehold messuages and other premises hereinbefore assigned, or expressed, or intended so to be, with the appurtenances thereunto belonging, unto the said C. D., his heirs and assigns, for and during all the residue and remainder now to come and unexpired, of the term or terms for which the same premises respectively are holden, in manner aforesaid, and according to the true intent and meaning of these presents.

AND ALSO that it shall and may be lawful, to and for the said C. D., his heirs, appointees, and assigns, from time to time, and at all times hereafter, peaceably and quietly to enter into and upon, and to have, hold, occupy, possess, and enjoy the said freehold and leasehold hereditaments and premises hereinbefore granted, released, and assigned, respectively or expressed, or intended so to be, and every of them, and every part thereof, and to receive and take the rents and profits thereof, and of every part thereof respectively, to and for his and their own use and benefit, without the lawful let, suit, trouble, denial, eviction, interruption, claim, or demand whatsoever, of or by him, the said A. B., party hereto, his heirs, executors, or administrators, or by any other person or persons whomsoever, lawfully claiming or to claim, by, from, under, or in trust for, him, them, or any of them, *or the said I. B. or F. B. deceased, or either of them [if it be the conveyance of an equity of redemption, say except the said I. W., his heirs, executors, administrators, and assigns, in respect to his said mortgage]*. AND THAT free and clear, and freely and clearly, and absolutely exonerated, released, and for ever discharged, or otherwise, by the said A. B., his heirs, executors, or administrators, well and sufficiently saved, defended, kept harmless and indemnified, of, from, and against all and all manner of former and other gifts, grants, bargains, sales, mortgages, surrenders, assignments, jointures, dowers, right and title of dower, free bench, uses, trusts, entails, wills, statutes merchant, or of the staple recognizances, judgments, executions, rents, arrears of rent, sum and sums

of money, annuities, re-entries, cause and causes of forfeiture and re-entry, debts of record, debts due to the king's majesty, and of, from, and against all other estates, titles, troubles, charges, debts, and incumbrances whatsoever, either already had, made, executed, occasioned, or suffered by the said A. B., his heirs, executors, or administrators, or by any other person or persons whomsoever, lawfully claiming or to claim, by, from, under, or in trust, for him, them, or any of them, or *the said I. B. or F. B. deceased, or either of them (except as aforesaid)*. AND FURTHER, that the said A. B., his heirs, executors, administrators, and assigns, and all and every other person or persons, having or lawfully claiming, or who shall or may have, or lawfully claim, any estate, right, title, interest, inheritance, use, trust, property, claim, or demand whatsoever, either at law or in equity, of, in, to, from, out of, or upon the said freehold and leasehold messuages and premises, hereinbefore granted and released, and assigned respectively, or expressed and intended so to be, with their appurtenances or any of them, or any part thereof respectively as aforesaid, (*except as aforesaid*), shall and will, from time to time, and at all times hereafter, at every reasonable, and at the costs and charges in the law, of the said C. D., his heirs, appointees, and assigns respectively, make, do, acknowledge, levy, suffer and execute, or cause, or procure to be made, done, acknowledged, levied, suffered and executed, all and every such further and other lawful and reasonable acts, deeds, matters and things, devices, conveyances, surrenders, assignments, and assurances in the law whatsoever, for the further, better, more perfectly and absolutely granting, conveying, and assuring the said freehold messuages and other hereditaments hereinbefore granted and released, or expressed and intended so to be, unto and to the use of the said C. D., his heirs, appointees, and assigns, and for assigning and assuring the said leasehold messuages and premises hereinbefore assigned or expressed, or intended so to be, with their appurtenances, unto the said C. D., his heirs and assigns, for all the residue and remainder which shall be then to come and unexpired, of the term or terms of years then to come, or be renewed therein respectively, according to the true intent and meaning of these presents, as by the said C. D., his heirs or assigns, or his or their counsel learned in the law shall be reasonably advised, devised, or required. IN WITNESS, &c.

Covenant to levy a Fine, " Sur cognizance de droit come ceo," &c.

AND for the better, more effectually, and satisfactorily conveying and assuring the said messuage, hereditaments, and premises unto the said C. D. and his heirs, to the uses and in manner aforesaid, he the said A. B. for himself, and the said M. his wife, his and her heirs, executors, and administrators, doth hereby covenant and agree to and with the said C. D. and his heirs, that he the said A. B., and M. his wife, (she the said M. consenting thereto), shall and will, at the proper costs and charges in the law of the said A. B., as of term last, and before the end of term next ensuing, or some other subsequent term, in due form of law, acknowledge and levy before his majesty's justices of the court of Common Pleas, at *Westminster*, unto the said C. D. and his heirs, " one or more fine or fines, *Sur cognizance de droit come ceo*," &c., in that case made and provided, and the usual course of fines in such cases accustomed, of all and singular the said hereinbefore expressed, to be hereby granted and released, with the appurtenances, by such convenient names, quantities, qualities, and other descriptions as shall be sufficient to comprise the same. And it is hereby declared and agreed, by and between all the said parties hereto, that as well the said fine or fines so as aforesaid, or in any such manner to be levied in virtue of these presents, and also from and after the perfecting thereof, all and every such fine and fines, common recovery, recoveries, conveyances, and assurances in the law, whatsoever, heretofore had, made, levied, suffered, and executed, of the said pieces or parcels of land, hereditaments and premises, hereinbefore expressed to be hereby granted, released, or any part thereof, by and between the said parties to these presents, or any of them; or whereunto they or any of them are, is, or shall be parties or party, privies or privy, shall be and enure, and shall be adjudged, deemed, construed and taken to be, and enure to, for, and upon such uses, intents, and purposes, as are hereinbefore limited, expressed and declared of and concerning the same premises, and to and from such use, intent, and purpose whatsoever.

Covenant in a Deed to levy a Fine " Sur conuzance de droit tantum."

AND for the better assuring the same hereditaments and premises to the said A. B. and his heirs, in the manner aforesaid, she the said M. T., for herself, her heirs, executors, and administrators; and the said J. A.

for himself, and for the said M. E. his wife, his and her heirs, executors, and administrators, do, and each of them doth covenant and grant to and with the said A. B., his heirs and assigns, that they the said M. T., J. A., and M. E. his wife, shall and will in or as of this present Michaelmas term, or some time before the end of Hilary term next ensuing the day on which this indenture bears date, (at the proper costs and charges in the law, of the said), in due form of law, acknowledge and levy before his majesty's justices of the court of Common Pleas at *Westminster*, unto the said A. B. and his heirs, one or more fine or fines, *sur cognizance de droit tantum*, whereupon proclamation shall be had and made according to the form of the statute in that case made and provided; and the usual course of fines, in such cases accustomed, of all and singular the messuages, lands, tenements, and hereditaments hereinbefore described, and hereinbefore expressed to be hereby granted and released with the appurtenances, by such names, quantities, qualities, and other certainties, as shall be convenient in that behalf, and effectually to comprise the same, by which fine or fines, the said M. T., and J. A. and M. E. his wife, shall grant, that the said hereditaments and premises, with their appurtenances, shall remain to the said A. B. and his heirs during the lives of the said M. T. and E. A., and the survivor of them; and that the same hereditaments and premises shall after the decease of the said M. T. and M. E. A. respectively, and a failure of the sons of the said M. E. A. and of the heirs of the body of such son, or in case of failure of a daughter of the said M. E. A., &c., remain to the said A. B., his heirs and assigns for ever. And it is hereby declared and agreed, by and between all the said parties hereto, that as well the said fine or fines, so as aforesaid, or in or any other manner, to be levied by virtue of these presents, and also from and after the perfecting thereof, and all and every other fine and fines, common recovery and common recoveries, conveyances, and assurances in the law, whatsoever heretofore had, made, levied, suffered, or executed, of the said messuages or tenements, pieces or parcels of land, hereditaments and premises hereinbefore expressed to be hereby granted and released, or any part thereof, by or between the said parties to these presents, or any of them, or whereunto they or any of them, are or shall be parties or party, privies or privy, shall be and enure, and shall be adjudged, deemed, construed, and taken to be and enure to the use of the said A. B., his heirs and assigns, for the several estates intended to be granted to him as aforesaid.

Covenant in a deed to levy a Fine, Sur concessit.

AND for the consideration aforesaid, he the said A. B. doth hereby for himself, and for the said C. his wife, his and her heirs, executors and administrators, covenant and grant, to and with the said E. F., his heirs, executors, and administrators, that they, the said A. B., and C. his wife, (she the said C. consenting hereto), shall and will, at the requests, costs and charges in the law, of the said A. B., in or as of term now last past, or before the end of term now ensuing, or in, or as of some other subsequent term, duly acknowledge and levy, unto the said E. F., his executors or administrators, before the justices of his majesty's court of Common Pleas at *Westminster*, one or more fine or fines, *sur concessit*, with proclamations, &c., &c., of all and singular, &c., &c., by which said fine or fines, the said A. B. and C. his wife, shall and will grant the said messuage or tenement, hereditament and premises, with the appurtenances and tithes aforesaid, to the said E. F., to have and to hold the same unto the said C. D., his executors and administrators, for and during the said term of 99 years, from the feast of the annunciation of the blessed Virgin Mary, now last past, of the said A. B. and C. his wife, or the survivor of them that shall so long live, under the yearly rent of a pepper corn. [*If the fine be of a life estate, say, whereby the said A. B. and C. his wife, shall and will grant the messuage, &c., aforesaid, to the said E. F. and his heirs, for and during the lives of the said A. B. and C. his wife, and the survivor of them, (or other cestui que vie). Add a declaration that the fine shall enure to the said E. F., his executors, &c., for and during, &c., if a life estate, solely to the said E. F., his heirs and assigns, for the estate or estates, intents, and purposes intended to be granted thereby.*]

DECLARATIONS OF TRUST.

TRUST is a confidence which one man reposes in another, and nothing more than a new name given to an use: but as generally used in law: it is a right to receive the profits of land, and to dispose of the land itself, (in many cases), for particular purposes, as directed by the lawful owner, or pointed out by the deed, or settlement, or other conveyance, which created the trust: and if a person in whom a trust is reposed, breaks, or doth not perform the same, the remedy is by bill in chancery, the common

law generally taking no notice of trusts. 2. Litt. Abr. 624.

Where two or more persons purchase an estate, and the conveyance is taken in the name of one of them, the trust may be proved by letters written subsequently to the purchase, for the statute of frauds does not require that a trust shall be created by writing, but it shall be manifested and proved by writing, which means, that there should be evidence in writing proving that there was such a trust, 2 Ves. jun. 308. 1 Vern. 108. In 2 Blacks. p. 364, it is stated, that the statutes enacted that all trusts should be declared in writing at and not after the time when such trusts were created.

*Declaration of Trust in the Purchase of
Copyhold Premises.*

THIS INDENTURE, made the day of in the year of our Lord, one thousand eight hundred and twenty five, and in the sixth year of the reign of our sovereign lord, king George the Fourth, between J. R., of, &c., of of the one part, and J. B. late of the parish of H., in the county of W., but now of, &c., gentleman, of the other part.

WHEREAS, by indenture bearing date on or about the twenty-fourth day of September, one thousand eight hundred and fourteen, and made, or expressed to be made, between the said J. B. of the one part, and the said J. R. of the other part; RECITING, that the lord bishop of W., at a court leet and court baron, holden for his manor of H. aforesaid, on the twenty-third day of October, one thousand eight hundred and ninety three, granted unto W. H., E. W., and G. G., the reversion of one cottage or tenement, then divided into two dwellings, and then late in the occupation of J. S. and A. G., together with all that part of the garden, which was then divided with the dwellings, containing about forty yards in length, and about sixteen yards in breadth, as the same was then already divided by a quick-set hedge. To HOLD the said premises, with the appurtenances, unto the said W. H. in his own right, and to the said E. W. and G. G., upon trust for the use of the said W. H., his executors, administrators, and assigns, for and during the term of their natural lives, and the life of the longest liver of them, successively, according to the custom of the said manor, immediately after the decease, surrender, or forfeiture of W. S., tenant in possession

of the same premises, at and under the rents, heriots, services, and suit of court in the then reciting copy of court roll expressed. AND ALSO RECITING that the said W. H. departed this life on or about the day of one thousand eight hundred and having first duly made and published his last will and testament, in writing, bearing date, on or about the twenty third day of January, one thousand eight hundred and , whereby he directed that certain of his houses or tenements and land, (including the said copyhold premises,) should be sold by auction, as therein is mentioned, and did thereby appoint the said J. B. his sole executor, who is therein mentioned to have duly proved the same in the consistory court of the diocese of W., and taken upon himself the burden of the execution thereof. AND ALSO RECITING, that at a certain other court leet and court baron of the lord bishop of W., holden for his said manor, the twenty seventh day of October, one thousand eight hundred and , the said E. W. and G. G., surrendered into the hands of the lord, ALL their estate, right, title, and interest, in and to the reversion of the said premises, and immediately the lord by his steward aforesaid, granted the reversion of the said premises, with the appurtenances, unto the said E. W., G. G., and J. G., which said E. W., G. G., and J. G. the younger, are therein mentioned to have been named upon special trust, only and for the uses declared in the last will and testament of the said W. H., then deceased, TO HOLD the said premises, with the appurtenances, unto the said E. W., G. G., and J. G., the younger, UPON TRUST as aforesaid, for and during the term of their natural lives, and the life of the longest liver of them successively, according to the custom of the said manor, immediately after the decease, surrender, or forfeiture of W. H., tenant in possession of the said premises, at and under the rents, heriots, services, and suit of court in the then reciting copy of court roll expressed. AND ALSO RECITING that the said J. B., then lately agreed to sell the said copyhold premises to the said J. R., at or for the price or sum of one hundred and fifty pounds. IT WAS by the said indenture now in recital, WITNESSED, that for and in consideration of the said sum of one hundred and fifty pounds, to the said J. B., paid by the said J. R. as therein mentioned, he, the said J. B., did covenant, direct, declare and agree, to and with the said J. R., his executors, administrators, and assigns, that the said W. H., (the life in possession of the said copyhold premises), and the said E. W., G. G., and J. G. the younger, (the

DECLARATIONS OF TRUST.

uses in reversion), should from thenceforth, stand seized of, and interested in, the said copyhold premises with the appurtenances. IN TRUST only and for the use of the said J. R., his executors, administrators, and assigns, according to the custom of the said manor, and that the said W. H., E. W., G. G., and J. G., the younger, should and would as therein mentioned, surrender into the hands of the lord of the said manor, according to the custom thereof, all and singular the said cottage or tenement, then lately divided into two dwellings, and in the occupation of J. S. and A. G., but now again converted into one cottage, with the said garden, by the removal of the before mentioned quick-set hedge, then formed into one garden, in the occupation of

TO THE INTENT, that the lord might re-grant the same premises with the appurtenances for the same, or such other lives, as the said J. R., his executors, administrators, and assigns, should agree for with the lord in that behalf.

IN TRUST, and for the use of the said J. R., his executors, administrators, and assigns. AND WHEREAS, the said sum of one hundred and fifty pounds, so mentioned to have been advanced by the said J. R., was not the proper money of the said J. R., but was the proper money and estate of the said J. B. NOW THIS INDENTURE WITNESSETH, that the said J. R. doth hereby acknowledge, testify, and declare, that the said sum of one hundred and fifty pounds so advanced by him to the said J. B., as aforesaid, in the purchase of the said premises, mentioned and comprised in the said recited indenture of the 24th of September, 18 , was not the proper money and estate of the said J. R., but the same was and is the proper money and estate of the said J. B. And that the said J. R., his heirs, executors, administrators, and assigns, shall and will stand seized and possessed according to the nature and quality thereof, and the custom of the said manor, of the copyhold hereditaments and premises, mentioned and comprised in the said recited indenture of the 24th day of September, 18 , and of their and every of their rights, members, and appurtenances, upon trust, for the said J. B., his executors, administrators, and assigns, to be surrendered, conveyed, and assured from time to time, as the said J. R., his executors, administrators, or assigns, shall direct and appoint. IN WITNESS, &c.

Declaration of Trust as to Mortgage Money advanced on Mortgage by Trustees, under a Marriage Settlement.

TO ALL TO WHOM, &c., [trustees] send greeting:

[Recite the marriage settlement and the mortgage].

AND WHEREAS, the said sum of *l.* so advanced by the said [trustees] to the said [mortgagor], was not the proper money of the said [trustees], but was part of the trust monies which have come to their hands under and by virtue of the said recited indenture of settlement. NOW KNOW YE, that the said [trustees] do hereby acknowledge, testify and declare, that the said sum of *l.* so advanced by them to the said [mortgagor] as aforesaid, on security of the hereditaments and premises mentioned and comprised in the said recited indenture of appointment and release, of even date herewith, was not the proper money and estate of the said [trustees], but the same ~~was~~ and is part of the trust monies come to their hands under the trusts of the said hereinbefore in part recited indenture of the day of . And that the said trustees and the survivor of them, and the heirs, executors, administrators and assigns of such survivors, shall and will stand seised and possessed, according to the nature and quality thereof respectively of the said hereditaments and premises, mentioned and comprised in the said recited indenture of appointment and release, of even date herewith, with their, and every of their rights, members and appurtenances, and of the said principal sum of *l.* and the interest thereof, thereby secured or expressed and intended so to be, upon the trusts, and to and for the several ends, intents and purposes, and by, with, under and subject to the several powers, provisos, declarations and agreements, mentioned, expressed, and declared, in and by the said indenture of settlement of the day of, &c., of and concerning the said sum of *l.*, or trust funds, of which the same formed a part, or such of them as are now subsisting, and capable of taking effect. IN WITNESS, &c.

A Declaration of Trust on a Mortgage Term, with an Assignment of the Term.

WHEREAS, in and by an indenture of demise, or bargain and sale, bearing date, &c., and made, or mentioned to be made, between A. B., of, &c., of the one part, and C. D., of, &c., of the other part; the said A. B., for the considerations therein mentioned, did demise,

DECLARATIONS OF TRUST.

grant, bargain, and sell unto the said C. D., his executors, administrators, or assigns, ALL those messuages, &c. [*describe the premises mortgaged*], TO HOLD unto the said C. D., his executors, administrators, and assigns, for the term of years from thence next ensuing; in which said indenture is contained a proviso or condition to make the same void, on payment by the said A. B. to the said C. D., of the sum of £. of lawful money, &c., with lawful interest for the same, on a certain day therein mentioned, as in and by the said indenture of demise or mortgage, reference being thereunto had, may more fully and at large appear. Now KNOW ALL MEN by these presents, that I the said C. D., do hereby acknowledge and declare, that the said sum of £. so secured to be paid, and payable out of the said mortgaged premises as aforesaid, is the proper money of E. F., of, &c., and that the name of me the said C. D. was only used IN TRUST for the benefit and behoof of the said E. F., his executors, administrators and assigns, in the above in part recited indenture of demise or mortgage; and therefore, in discharge of the said trust in me reposed as aforesaid, and in consideration of five shillings, &c., I the said C. D. HAVE, at the request of the said E. F., granted, bargained, sold, assigned and set over, and by these presents do grant, bargain, sell, assign, and set over, unto the said E. F., his executors, administrators and assigns, all the estate, right, title, interest, term of years, use, trust, benefit, claim, and demand whatsoever which I the said C. D. have, or may have, or claim, of, in, or to the said messuages, &c., and other the premises in and by the said in part recited indenture of demise or mortgage granted to me as aforesaid, or of or in any matter or thing in the said indenture mentioned and contained, so that neither I the said C. D., my executors, administrators and assigns, or any of us at any time hereafter, shall ask, demand, claim, or challenge any estate, interest, benefit, trust, or privilege, in any respect or manner whatsoever, in or to the said above assigned premises, or any part thereof, by reason, color, or means of the said in part recited indenture of demise or mortgage, or any covenant, proviso, matter, or thing therein contained, or otherwise howsoever; but thereof and therefrom, and of and from all actions, suits, and demands whatsoever, which I, my executors, administrators, and assigns, or any of us, may have concerning the same, shall be wholly and entirely debarred. IN WITNESS, &c.

Declaration of Trust as to a certain Sum in the 3 per cents., vested for securing to a Widow the payment of a yearly Sum equal to an Annuity which was bequeathed to her under her Husband's Will, and charged on Hereditaments devised to certain Trustees to sell, subject thereto; and upon the Sale and Conveyance thereof the Annuitant joined; and subject to such yearly Payments, the principal Sum is declared to be in Trust, for the several Persons entitled to the Purchase Money as residuary Devisees, and containing a Release from them of all Claims and Demands on account of the same, as to so much as received by them.

THIS INDENTURE, made between M. W., of, &c., the widow and relict of E. W., late of, &c., deceased, and an annuitant named in his last will and testament; the Rev. R. W., of, &c., J. F. W., of, &c., M. W., of, &c., W. L., of, &c., and E. B. L. his wife, before her marriage with him, called E. B. W., which said R. W., J. F. W., M. W., and E. B. L., are the four surviving children, and residuary devisees named in the said will of the said E. W.; and W. I. and A. H., which said W. I. and A. H. are the trustees named in the settlement made previous to the marriage of the said W. L. with the said E. B. L., now his wife, of the one part; and A. B., of, &c., and C. D., of, &c., of the other part.

WHEREAS, [here was recited a conveyance from the said A. B. and C. D., who were devisees in trust, under the will of the said E. W., for the sale of a certain manor and premises subject to an annuity of 60*l.* per year, to the said M. W., his widow, who with the other persons interested in the purchase money, joined in the conveyance, and a certain sum, being part thereof, was laid out in the purchase of stock for securing 60*l.* a year, in lieu of her annuity; and the division after her death of the principal so laid out, is the subject of this declaration of trust]. AND WHEREAS, [recites that the sum of *l.* the purchase money, was actually paid by the purchaser to them the said trustees; that the sum of *l.*, part thereof, was by them laid out in the purchase of *l.* 3 per cent. consolidated bank annuities, in the joint names of the said trustees, with the consent of the said annuitant, as a fund, for securing to her the yearly sum of 60*l.* during her life, and that the same was then standing in their names in the books of the governor and company of the bank of England, and that

DECLARATIONS OF TRUST.

a certain sum, the residue of the purchase, money was paid by the said trustees to the four several children of the testator E. W., in equal shares]. AND WHEREAS, [and recites a subsequent marriage settlement of W. L., with the said E. B. W., whereby all and singular, the ready money, securities for money, stock, or money in the public funds, and all other the personal estate and effects whatsoever and wheresoever, of the said E. B. W., were settled upon divers trusts therein mentioned, in favour, and for the benefit of the said W. L. and his wife, and their children and issue, as therein mentioned].

NOW THIS INDENTURE WITNESSETH, and it is hereby agreed and declared, by and between the said parties to these presents, that the said [trustees] and the survivor of them, his executors, administrators and assigns, shall henceforth stand and be possessed of and interested in the said £. 3 per cent. consolidated bank annuities, now standing in the names of the said [trustees] as aforesaid, upon the trusts, and to and for the intents and purposes hereinafter mentioned, expressed, declared and contained, of or concerning the same, (that is to say), upon trust, that they the said [trustees] or the survivor of them, his executors, administrators or assigns, do and shall, by and out of the dividends and annual produce thereof, pay to the said [annuitant] or her assigns, for her life, the clear yearly sum of 60*l.*, without any deduction whatsoever, by two equal half yearly payments, at *Lady-day and Michaelmas*, the first payment thereof to be made at *Michaelmas*, now next ensuing, in lieu, satisfaction, and discharge of and for the said clear yearly sum of 60*l.* in and by the said will of the said E. W., given and provided for the said [annuitant] now his widow, as hereinbefore mentioned, and subject thereto, as to one fourth part or share of the £. 3 per cent. consolidated bank annuities, the same shall be in trust for the said R. W., his executors, administrators and assigns, and as to one other fourth part or share thereof, the same shall be in trust for the said I. F. W., his executors, administrators and assigns; and as to one other fourth part or share, the same shall be in trust for the said M. W. the younger, her executors, administrators and assigns; and as to the remaining fourth part or share thereof, the same shall be in trust, and to and for the intents and purposes, in and by the said indenture of settlement of, &c., mentioned, expressed and declared, of or concerning the same, or such of the same trusts, intents and purposes, as for the time being shall be existing or capable of taking effect. AND THIS INDENTURE FURTHER WITNESSETH, that for the consideration hereinbefore mentioned, they the said [parties

of the first part] have and each, and each and every of them hath remised, released, exonerated and discharged, AND by these presents do, and each of them doth remise, release, exonerate and discharge the said [trustees], their executors, administrators and assigns, of and from the said sum of *l.* purchase money, paid by the said [purchaser] to them the said [trustees] as aforesaid, and of and from all actions, suits, claims and demands, on account thereof, (save and except with respect to the trusts hereinbefore expressed or declared, of or concerning the said sum of *l.* 3 per cent. consolidated bank annuities, standing in the names of them the said trustees as aforesaid. IN WITNESS, &c.

A Declaration of Trust, as to Part of Mortgage Money secured on a Term.

WHEREAS, in and by an indenture of demise or mortgage, bearing date, &c., and made or mentioned to be made between A. B., of, &c., of the one part, and C. D., of, &c., of the other part: the said A. B., for and in consideration of *l.* of lawful money, &c., therein mentioned, to be paid by the said C. D., to the said A. B., did demise, [*recite the mortgage as in the last*], to hold for a term of years, defeasible on repayment by the said A. B., to the said C. D., of the said sum of *l.* with interest, on certain days therein mentioned, as in and by the said indenture, reference being thereunto had, may more fully appear. Now KNOW ALL MEN by these presents, that he the said C. D. doth hereby acknowledge and declare, that *l.* part of the said *l.*, are the proper monies of E. F., of, &c., and *l.* other part of the said sum, are the proper monies of G. H., of, &c., and therefore the said C. D. doth hereby declare and agree, that he the said C. D., his executors and administrators, shall and will from henceforth stand possessed of and interested in the said mortgage and mortgaged premises, and every part thereof, in trust, as well for securing the payment of the said sum of *l.* and interest to the said E. F., his executors, administrators, or assigns, and the said sum of *l.* and interest to the said G. H., his executors, administrators, and assigns, as for securing the other *l.* and interest, to him the said C. D., his executors, administrators, and assigns. AND that the said C. D., his executors, or administrators, shall not, nor will assign or otherwise vacate the said mortgage, or release the monies thereby secured, until the said E. F. shall be fully paid and satisfied the said *l.* and interest, and the said G. H. shall also be fully paid and satisfied the said *l.* and interest. IN WITNESS, &c.

A general Declaration sometimes added at the end of Conveyances, that Trustees of out-standing Terms shall stand possessed, &c.

AND IT IS HEREBY CONCLUDED, DECLARED, AND AGREED, by and between all the said parties to these presents, that all and every person and persons to whom any estate, trust, interest, term or terms, or the residue of any term or terms of years, judgments, statutes, recognizances, or other satisfied incumbrances, or any estate heretofore created and now subsisting, if any such there be, affecting the said messuage or tenement, hereditaments and premises, mentioned and intended to be hereby released, or any part thereof, by virtue of any deed, will, or letters of administration, shall stand seised or possessed thereof, or any part thereof, either alone or jointly, with any other messuages, lands, tenements, or hereditaments, and the respective executors, and administrators of such person and persons, shall henceforth stand seised and be possessed of such estate, trust, interest, term or terms, and other incumbrances respectively, as far forth as the same relate to or concern the said messuage or tenement, hereditaments and premises, mentioned and intended to be hereby released, or any part thereof, in trust for the said A. B., his heirs and assigns, and to be disposed of, as he or they shall direct or appoint, and in the meantime to attend the reversion, freehold, and inheritance of the same premises, to protect the same from all mesne charges and incumbrances, if any such there be. IN WITNESS, &c.

That a Person's Name is used in Trust on a Bond.

WHEREAS, in and by a bond or obligation, bearing even date with these presents, G. H., of, &c., standeth bound to I. K., of, &c., in the sum of £. of, &c., conditioned for the payment of £. with interest for the same, on next ensuing, as by the condition of the said bond may appear. NOW KNOW ALL MEN by these presents, that the said I. K. doth hereby acknowledge and declare, that the said sum of £. secured to be paid by the said obligation, was and is all the proper money of M. L., of, &c., and that his the said I. K.'s name is used in the said obligation only, in trust, for the benefit of him the said M. L. IN WITNESS, &c.

DEFEASANCES.

DEFEASANCE (from the French *defaire*, to defeat) is a declaration relating to a deed, that on some act

being performed, the deed shall be defeated and rendered void, as if it never had been made, and the difference between a common condition and a defeasance, is that the condition is annexed to, or inserted in the deed, and a defeasance is either a deed itself, concluded and agreed on between the parties, having relation to another deed, or it may, (in the case of a bond, warrant of attorney and the like), be endorsed on the back of the deed, 1 Just. 263, b. 237 (a), 1 Rep. 113.

And to make a good defeasance, it must be first by deed, (*unless endorsed*), for there cannot be a defeasance of a deed without deed. Secondly, it must recite the deed it relates to, or at least the most material part thereof, (unless it be on the back as mentioned before). Thirdly, it must be made between the same persons that were parties to the first deed. Fourthly, it must be made at the time, or after the first deed, and not before. Fifthly, it ought to be made of things defeasible, 1 Just. 236.—3 Lev. 234.—Wood's Inst. lib. 2nd.

On giving a Bond and Warrant to confess Judgment.

WHEREAS, the said C. D., by a bond or obligation, under his hand and seal, bearing even date with these presents, became and stands bound to the said A. B., in the penal sum of *l.* conditioned for the payment of *l.* with lawful interest for the same, in the manner and on the several days therein particularly mentioned. AND WHEREAS, the said C. D. hath, by a warrant of attorney under his hand and seal, bearing also even date with these presents, authorised certain attornies of his majesty's court of at *Westminster*, or either of them, or any other attorney of the same court, to appear for him, as of term last, term next, or any other subsequent term, and receive a declaration in an account of debt, on the above bond, to confess the same action, or otherwise to suffer judgment thereon by default to pass against him, to be entered on record for the said debt, with costs of suit, as by the said recited bond and warrant of attorney, reference being thereunto had, may more fully appear. Now it is hereby declared, by and between the said A. B. and C. D., that the said recited warrant of attorney is given for the better securing the payment of the said sum of

l. with interest, at the time in the said bond mentioned. AND therefore the said A. B. doth hereby covenant, promise, and agree to and with the said C. D., his executors and administrators, that unless default shall be made in payment of the said sum of *l.* or any part thereof, contrary to the condition of the said bond or obligation, he the said A. B., his executors and

administrators, shall not nor will sue out any writ of execution upon the said judgment, to be entered up by virtue of the said warrant of attorney, and that upon payment of the said sum of £. and interest, according to the condition aforesaid, he the said A. B., his executors or administrators, shall and will, at the request, costs and charges of the said C. D., his, &c., cause satisfaction to be acknowledged upon record, of and for the said judgment. IN WITNESS, &c.

—◆—

Defeasance endorsed upon a Warrant of Attorney, given as a collateral Security with an Annuity Deed.

WHEREAS, the within-named A. B., hath contracted and agreed with the within-named C. D., for the purchase of an annuity, yearly rent, or annual sum of £., lawful money of *Great Britain*, to be paid to the said A. B., his executors, administrators, and assigns, free from all taxes, charges and deductions whatsoever, for and during, &c. at the price or sum of £. of lawful money aforesaid, by the said C. D., paid by the hands of his agent, to the said C. D., as in the indenture hereinafter referred to is more particularly mentioned, and which said annuity is by the said indenture made redeemable in manner therein mentioned. AND WHEREAS, the within-written warrant of attorney which is referred to by the said indenture, is given and executed by the said C. D., as a collateral security for the due and punctual payment by the within named C. D., his heirs, executors, administrators, and assigns, of the said annuity, yearly rent, or sum of £. to be paid and payable to him the said C. D., his executors, administrators, and assigns, at, &c., by four equal quarterly payments, on the days following, (that is to say), the
 day of the day of the day of
 and the day of in every year, the first
 payment thereof to be made on the day of
 next ensuing the date of the indenture hereinafter mentioned, free from all taxes, and without any deduction or abatement whatsoever, together with a proportionate part of the same annuity for the time which shall have elapsed since the date of the said indenture, on the then last quarter day of payment, as the case may be, and all loss, costs, charges, damages, and expenses, which should or might be occasioned, borne, or sustained, by reason or means of the non-payment of the same annuity, or yearly sum, or any part thereof, according to the purport, true intent and meaning of a certain indenture, being the indenture hereinbefore referred to, bearing even date with the within-warrant of attorney, and

made between, &c. AND it is hereby, and in and by the said indenture, which refers to the within-written warrant of attorney, agreed and declared, that the judgment to be entered up, under and by virtue of the within-written warrant of attorney, is intended and agreed to be as a further security to the said A. B., his executors, administrators, and assigns, for the payment of the said annuity, yearly rent, or sum of £. at the times and in manner aforesaid. AND it is hereby declared and agreed, that no execution or executions shall be issued or taken out upon the said judgment, unless and until the said annuity, yearly rent, or sum, or any of the quarterly payments thereof, or some part thereof shall be in arrear, and unpaid by the space of twenty-one days next after the same shall have become due and payable; and that in case, and when so often as the same shall happen, it shall be lawful for the said C. D., his executors, administrators, or assigns, to sue out such execution or executions upon, or by virtue of, the said judgment, as he or they shall think fit, against the said C. D., his executors, administrators, and assigns, for the recovery of the said annuity, yearly rent, or sum of £., and all arrears thereof, and all costs, charges, and expenses which he, the said A. B., his executors, administrators, or assigns, shall sustain, or be put unto, for or by reason of the non-payment thereof, or of any part thereof; and after payment thereof, do and shall pay the residue and surplus to the said C. D., his executors, or administrators, for his and their own proper use. AND it is hereby agreed and declared, that it shall not be necessary for the said A. B., to revive, or cause to be revived, the said judgment, or to do any other act to keep the same on foot, notwithstanding the same shall have been entered up of record, for the space of one year or upwards, nor shall it be necessary for him or them to sue out any writ of *scire facias* to assess damages. AND that the said C. D., his executors or administrators, shall not nor will, have or take any advantage of the want of reviving or keeping on foot the said judgment, or the want of issuing such *scire facias*, any rule or order of the court, or any other matter or thing to the contrary notwithstanding. AS WITNESS the hands of the parties. WITNESS,

A Defeasance endorsed upon a Warrant of Attorney given with a Post Obit Bond. (See Bonds).

WHEREAS, the above-named M. P. hath contracted with the above-named H. M. for the purchase of the sum of 8,700*l.* of lawful money of Great Britain, to be

DEFEASANCES.

paid to her, the said M. P., her executors, administrators, or assigns, within six calendar months after the decease of I. B. F., in the event of the said I. B. F. departing this life in the life-time of the said H. M., but not otherwise, at or for the price or sum of 2,680*l*. AND WHEREAS, upon the treaty for the purchase of the said contingent sum of 8,700*l*., it was agreed between the said H. M. and M. P., her executors, administrators, and assigns, that the same should be secured by the bond of the said H. M., bearing even date with the above-written warrant of attorney, in the penal sum of 17,400*l*., and by a certain indenture also bearing even date with the above-written warrant of attorney, and made between the said H. M. of the one part, and the said M. P. of the other part. AND that the same should also be further secured by two several warrants of attorney of the said H. M., for confessing judgment against him in an action of debt for the sum of 17,400*l*. and costs of suit, at the suit of the said M. P., one in his majesty's court of King's Bench at *Westminster*, and the other in his majesty's court of King's Bench in *Ireland*. AND in pursuance of the said agreements, the said H. M. hath executed the above warrant of attorney for confessing judgment against him, in his majesty's court of King's Bench at *Westminster*. AND WHEREAS, the said M. P. hath, upon or immediately before the sealing and delivery of the above-written warrant of attorney, paid to the said H. M. the said sum of 2,680*l*. AND WHEREAS, upon the treaty for the purchase it was agreed, that the judgment so to be confessed by the said H. M., in his majesty's court of King's Bench at *Westminster*, for the said sum of 17,400*l*. and costs of suit as aforesaid, shall not be entered of record in the said court of King's Bench, until after the decease of the said I. B. F.

NOW IT IS HEREBY DECLARED, that it shall and may be lawful for the said M. P., her executors, administrators, or assigns, to enter up judgment on the aforesaid warrant of attorney, immediately after the decease of the said I. B. F., if the said H. M. shall be then living, and not before; and that the judgment to be entered up in pursuance of the before-written warrant of attorney, is intended to be entered up as a collateral security only for the payment of 8,700*l*. to the said M. P., her executors, administrators, or assigns, in case the said H. M. shall be living at the time of the decease of the said I. B. F., at or within the time hereinbefore mentioned, for payment thereof. AND that no execution shall be issued or taken out upon the said judgment, un-

less default shall be made in payment of the said sum of 8,700*l.*, or some part thereof, at the time hereinbefore mentioned for payment thereof, and that it shall not be necessary for the said M. P., her executors, administrators, or assigns, to revive, or cause the said judgment to be revived, or to do any act, matter, or thing, to keep the same on foot, notwithstanding the said judgment shall have been entered of record for the space of one year or upwards, and notwithstanding any rule or practice of the said court, in which the said judgment shall be entered on record to the contrary. AND it is hereby also declared, that after full payment of the said sum of 8,700*l.* in case the same shall become payable, or in case the said H. M. shall die in the lifetime of the said I. B. F., then the said M. P., her executors or administrators, shall deliver up the above-written warrant of attorney, if not filed, to be cancelled and acknowledged, or cause satisfaction to be acknowledged on the judgment, if any, which shall be entered up as aforesaid. As WITNESS the hands of the parties.

A Defeasance, by way of Memorandum, upon a Warrant of Attorney, given for Money borrowed upon Bond, or otherwise.

MEMORANDUM that the within-written warrant of attorney is given for securing the payment from the within-named H. B. to the within-named C. D., of the sum of *l.* and interest, on the days and in manner following [or *if on a bond, according to the condition of the within-mentioned bond*] that is to say, the sum of, &c. AND it is agreed by the said parties, that no action, execution, or other process or proceedings, shall be commenced, sued out, or prosecuted against the said A. B., his heirs, executors, administrators, lands, goods and chattels, nor shall the judgment be entered up in pursuance of the within warrant of attorney, until default shall happen to be made in payment thereof. As WITNESS our hands the day and year within-written.

Upon a Warrant of Attorney, for payment of Money by Instalments.

MEMORANDUM, that the within warrant of attorney is given for securing the payment of the principal sum of *l.*, together with lawful interest for the same, from the within-named A. B. and C. D., by instalments, at the times and in manner following; (that is to say,) the sum of *l.* part thereof, with lawful interest, on the *day of* next, the sum of *l.* further part of the said principal sum, with lawful interest,

DEFEASANCES.

on the day of then next following, and the sum of l. residue of the said principal sum, with lawful interest, on the day of , which will be in the year of our Lord . AND it is hereby declared, that unless default shall be made in payment of the said instalments, or some or one of them, on the days and times above-mentioned, no execution shall be sued out upon the judgment to be entered up by virtue of the within warrant of attorney. But in case default shall be made in any or either of such payments, then it shall be lawful for the said C. D. to sue out execution for the whole of the principal money and interest which shall be then due on the within warrant of attorney, together with costs, sheriffs' and officers' fees, and all other charges of levy. Dated the day of .

Upon a Surrender of a Copyhold Estate.

THIS INDENTURE, made, &c., between T. S., of, &c., of the one part, and R. P., of, &c., of the other part.

WHEREAS, the said R. P. and E. his wife have, by surrender, bearing even date herewith, for the considerations therein mentioned, surrendered into the hands of the lord of the manor of, &c., by A. B. steward of the said manor, ALL that messuage, &c., (as in the surrender), TO THE USE and behoof of the said T. S., his heirs and assigns for ever, subject, nevertheless, to such equity of redemption as should be declared and expressed of and concerning the same in and by these presents (1), as in and by the said surrender, reference being thereunto had, &c. NOW THIS INDENTURE WITNESSETH, and it is hereby agreed and declared, by and between the said parties to these presents, AND the said T. S. doth hereby for himself, his heirs, executors, and administrators, covenant, promise, and agree, to and with the said R. P., his heirs, executors, administrators and assigns, that if the said R. B., his heirs, executors, administrators or assigns, shall and do well and truly pay, or cause to be paid, unto the said T. S., his executors, administrators, or assigns, the sum of l. of lawful money, &c., together with lawful interest for the same, upon the day of next ensuing the date

(1) The conditions on which the surrender is made should always appear upon the rolls of the manor. One of the greatest advantages attending a title by copy is the notoriety of that title. That advantage would, in a great measure, be done away by reference to a deed or private instrument of the parties, not regularly enrolled in the manor books. This mode, therefore, of a separate defeasance, should never be resorted to, when possible to be avoided.

hereof, at or in, &c., without any deduction or abatement whatsoever, then, and in such case, the said recited surrender, and every clause, matter, or thing therein contained, shall cease, determine, and be utterly void, to all intents and purposes whatsoever, any thing herein contained to the contrary notwithstanding. [*Insert covenant from R. P. for payment of money, and then the following*].

AND the said R. P., for himself, his heirs, executors, and administrators, doth covenant, promise, and agree, to and with the said T. S., his executors, administrators, and assigns, by these presents, in manner following; (that is to say), that he the said R. P., at and immediately before the making of the said surrender, was the true and lawful owner and proprietor of the said copyhold messuage and premises hereinbefore and in the said recited surrender mentioned, and of every part and parcel thereof, with their and every of their appurtenances, and was seised of the same of a good legal estate of inheritance, to him and his heirs, at the will of the lord, according to the custom of the said manor. AND that he, the said R. P., and E. his wife, or one of them, and in him, her, or themselves, good right, full power, and lawful and absolute authority to surrender the same, in manner and form as in the said surrender is mentioned. AND that in default of payment of the said sum of £. it shall be lawful for the said T. S. to enter and enjoy the same, free from incumbrances. [*Add a covenant for further assurances*]. IN WITNESS, &c.

Defeasance on a Mortgage in Fee.

THIS INDENTURE, made, &c., between A. M. of the one part, and H. B. and A. his wife, and D. C. of the other part.

WHEREAS, by indentures of lease and release, the lease bearing date the day next before the day of the date of the release, and the release even date herewith, and made, or expressed to be made, between the said H. B. and A. his wife, and D. C. of the one part, and the said A. M. of the other part; the said H. B. and A. his wife, in consideration of the sum of, &c., to them paid by the said A. M.; and the said C. D., by the direction and at the request of the said H. B. and A. his wife, testified as therein mentioned, did grant, bargain, sell, release, and confirm unto the said A. M. All, &c., to hold to the said A. M., his heirs and assigns, for ever. AND WHEREAS, the said indenture of lease and release were intended only as a security for the repayment of the said sum of £., being the consideration money therein men-

Covenant,
that on pay-
ment of
mortgage
money,

the mort-
gage will
re-convey,

- or, till
the re-con-
veyance,
and seised
in trust for
mortgagors.

Covenant to
re-convey the mo-
rty.

If default,
mortgagors
grant
uses:

tioned, and the interest thereof. NOW THIS INDENTURE WITNESSETH, and the true intent and meaning of the said indentures and these presents, and of the parties to the same, was and is hereby declared to be, and the said A. M. doth hereby for himself, his heirs and assigns, covenant, promise, and agree to and with the said H. B., and A. his wife, and the said C. D., their heirs, executors, and administrators, that if the said H. B. and A. his wife, or either of them, their or either of their heirs, executors, or administrators, do and shall well and truly pay, or cause to be paid, to the said A. M., his heirs and assigns, the full sum of £. together with interest for the same after the rate of % on, &c., without any deduction or defalcation for taxes, assessments, or any other imposition whatsoever, either ordinary or extraordinary, that then, and at any time then after, the said A. M., his heirs and assigns, and all person and persons claiming the said premises in, by, or under the said recited indentures of lease and release, or any part thereof, shall and will, at the request, costs, and charges of the said H. B. and A. his wife, or their heirs and assigns, re-convey, transfer, assign, and set over all and singular the said premises, with the appurtenances, and every part and parcel of the same, so expressed to be granted as aforesaid, together with the said indentures, unto the said H. B. and A. his wife, and D. C. or their heirs, or to whom they shall appoint, discharged of all incumbrances by him or them done or suffered. AND that in the mean time, from and after full payment and discharge of the said sum of £. and all interest due thereupon, and until such assignment be made, he, the said A. M. and his heirs, and all persons standing or being seised of the said premises, by, from, or under him or them, shall be seised thereof, and of every part and parcel thereof, in trust, to and for the sole use, benefit, and behoof of the said H. B., and A. his wife, and D. C. and their heirs and assigns, and to or for no other use, intent, or purpose whatsoever. *Covenant from H. B.,* that he, his heirs, executors, or administrators, or some or one of them, shall and will well and truly pay, or cause to be paid, unto the said A. M., his heirs, executors, administrators, or assigns, the said sum of £. and every part thereof, with lawful interest for the same, on the day before expressed for the payment of the same, without any deduction or abatement for taxes, charges, assessments, or for any other cause, matter, or thing whatsoever, according to the true intent and meaning of these presents. AND it is hereby declared, concluded and agreed, by and between the said parties to these presents, that it shall and may be lawful for the

said H. B., and A. his wife, and D. C. and their heirs, some, or one of them, from time to time, and at all times hereafter, until default in payment of the said sum of

£., or any part thereof, at the day before limited and appointed for payment of the same, to make any lease or demise of all or any part of the said messuages, tenements, or lands, so as there be reserved upon the same, the best and most improved yearly rent, that such messuage or tenement, lands, and premises, can truly, and *bona fide* be let for; and so as such yearly rent so to be reserved, be paid and payable unto the person or persons that shall be seised of the reversion of the said premises so leased, immediately expectant upon the same leases so to be made. AND LASTLY, it is declared, concluded, and agreed, by and between all the said parties to these presents, that it shall and may be lawful, to and for the said H. B., and A. his wife, and C. D. and their heirs, or some or one of them, to have, hold, occupy, and enjoy, the said messuage, &c., in and by the said recited indentures mentioned, and to receive and take the rents, issues, and profits of the same, until default in payment of the said sum of £., or any part thereof, at the day before mentioned for payment of the same, without any let, trouble, or disturbance of the said A. M., his heirs and assigns, and without any account to him, them, or any of them, to be had or given for the same. IN WITNESS, &c.

and in the meantime to occupy and take the profits.

DEMISE AND RE-DEMISE.

THE conveyance, by demise, and re-demise, is, when there is a lease made from one to another, at a pepper corn, or some other nominal rent, and the latter re-demises to the first lessor the same land, for a shorter term, subject to an actual rent, and a re-demise is defined to be the re-granting of lands for a term of years, at a nominal rent, upon an actual reserved rent, an assurance formerly used for securing annuities.

For securing a Rent Charge for separate Maintenance.

The Demise.

THIS INDENTURE, made, &c., between T. H., W. C., and A. B., of the one part; and A. D. and T. W., (being persons nominated by and on the behalf of M. H., the wife of the said T. H.), of the other part.

Recital that the wife had agreed to join with her trustees in conveying certain estates as the husband should direct, and in lieu thereof should receive an annual rent-charge.

WHEREAS, upon the occasion of some unhappy differences between the said T. H., and M. his wife, it hath been agreed that the said M. should join with her trustees in conveying all her estate, right, title, interest, claim, and demand whatsoever, of, in, and to the manor of N., and the lands thereto belonging, and all other her lands, tenements, and hereditaments in the county of O., unto such person and persons, and in such manner as the said T. H. should direct; and that in lieu and satisfaction thereof, she, the said M., should have and receive, out of part of the lands, tenements, and hereditaments of him, the said T. H., during their joint lives, the full and clear yearly sum of £. of lawful money, &c., payable at London, without any deduction, defalcation, or abatement whatsoever, by two half-yearly payments, to commence from the day of last, for her alimony and separate maintenance, absolutely freed and discharged from the debts and control of the said T. H. Now THIS INDENTURE WITNESSETH, that in pursuance of the said agreement, on the part of the said T. H., and also in consideration of the sum of a piece, of lawful money, &c., to them, the said T. H., W. C., &c., paid by the said A. D. and T. W., and for divers other good causes and considerations hereunto moving, he, the said T. H., and by his direction, the said W. C. and A. B. have granted, bargained, sold, and demised, and by these presents do grant, bargain, sell, and demise to the said A. D. and T. W., their executors, administrators, and assigns, all, &c., [*here describe the parcels*], to have and to hold the said manor, lands, tenements, hereditaments, and premises above-mentioned and described, and every part and parcel thereof, with their and every of their appurtenances, unto the said A. D. and T. W., their executors and administrators, from the day of this instant, for and during, and unto the full end and term of ninety-nine years, thence next ensuing, and fully to be complete and ended, if he, the said T. H., shall so long live, yielding and paying therefore yearly, and every year during the said term, the rent of one pepper corn, if the same shall be lawfully demanded, to the end and intent that the said A. D. and T. W., by another indenture, already prepared, and intended to bear date on the day next after the date hereof, shall and may redemise the same premises to the said T. H., and W. C., and A. B., for and during the term of ninety-eight years, reserving a rent of £., payable at London, by half-yearly payments, for so many years, and such part of the said term as she, the said M., shall happen to live. [*A covenant that the grantor has a*

grant by husband and trustees, of certain premises,

for ninety-nine years,

at a pepper-corn rent;

trust, to demise the same.



right to grant and-demise, a covenant for quiet enjoyment, free from incumbrances, and for further assurances]. IN WITNESS, &c.

The Re-Demise.

THIS INDENTURE, made, &c., between A. D. and T. W., of the one part; T. H., W. C., and A. B., of the other part.

WITNESSETH, that the said A. D. and T. W., for Trustees re-demise. and in consideration of the rents and covenants herein-after reserved and contained, have granted, bargained, sold, and demised, and by these presents do grant, bargain, sell, and demise, unto the said T. H., W. C., and A. B., their executors, &c., all that, &c., which said manor, &c., were in and by one indenture, bearing date the day next before the date hereof, and made between, &c., demised to the said A. D. and T. W. for the term of ninety-nine years, if the said T. H. should so long live, to have and to hold the said manor, lands, tenements, hereditaments, and premises above-mentioned and described, and every part and parcel thereof, with their and every of their appurtenances, unto the said T. H., W. C., and A. B., their executors, &c., from the day of the date of these presents, for and during, and to the full end and term of ninety-eight years, for ninety-eight years; thence next ensuing, and fully to be complete and ended, if the said T. H. shall so long live. Yielding and paying therefore yearly, and every year during so many years, and so much of the said term of ninety-eight years, hereby demised, as the said M. H. shall happen to live, unto the said A. D. and T. W., their executors, &c., at or in the common dining-hall of the Inner Temple, London, the full and clear yearly rent of rendering the yearly sum of *l.* *l.* of lawful, &c., by half yearly payments; (that is to say), on the day of, &c., and the day of, in every year, by even and equal portions, without any deduction, defalcation, or abatement of the same, or any part thereof, for or in respect of any present or future taxes or impositions imposed, or to be imposed by authority of parliament, or otherwise, or charges of remitting the said rent to London, or for or in respect of any other matter or thing whatsoever. [*A covenant for payment of rent, clause of re-entry, and a covenant for a quiet enjoyment*]. AND it is hereby declared, that the said yearly rent of *l.*, herein-before reserved, is so reserved, and to be paid to them, for the separate maintenance of the said M. H., and from time to time, as the same shall be the wife.

received by them, the said A. D. and T. W., their executors, &c., to be paid into the proper hands of the said M. H., or to such person or persons as she, from time to time, by any writing signed with her proper hand, shall direct and appoint, to and for the sole and separate use, benefit, and disposition of the said M. H., notwithstanding her coverture, and wherewith the said T. H., her husband, shall not intermeddle, neither shall the same be subject to his debts, disposition, or control. AND it is hereby declared, that the receipt of the said M. H., or of such person or persons as she shall, from time to time, appoint to receive the same, shall, (notwithstanding her coverture), be a good and effectual release and discharge for the same. IN WITNESS, &c.

DEPUTATION.

DEPUTY, [*deputatus*], is he that exercises an office &c., in another man's right, whose forfeiture or misdemeanor shall cause him, whose deputy he is, to lose his office. 1 Litt. abr. 446.

A DEPUTY cannot make a deputy, because it implies an assignment of his whole power, which he cannot assign over, but he may *empower* another to do a particular act.

Deputation for a Game-keeper (1).

TO ALL TO WHOM THESE PRESENTS SHALL COME, I W. L., &c., esq., send greeting. KNOW YE, That I the said W. L. HAVE appointed, authorized, and empowered, and by these presents do appoint, authorize, and empower, I. W. to be game-keeper of and within the manor of S. in the county of K., and the royalties, rights,

(1) Game-keepers are those who have the care of keeping and preserving of the game, being appointed thereto by lords or ladies of manors, &c.

By the 22nd and 23rd Car. II., c. 25, the appointment of game-keepers, (which must be only by lords of manors or other royalties, not under the degree of an esquire), should be by writing under their hands and seals. And by 9th Ann, c. 25. No lord or lady of a manor shall make above one game-keeper within one manor, with the power to kill game, and the name of such person shall be entered with the clerk of the peace, such entry to be made and viewed without fee, and a certificate thereof to be granted by the clerk of the peace, upon payment of one shilling.

By 25th Geo. III., chap. 50. Deputations to game-keepers must be registered with the clerk of the peace for the county in which the manor lies.

Although a game-keeper is restricted from killing game out of the limits of the manor for which he is appointed, yet he may keep dogs or engines for the destruction of game in any place. 2 Wils. 287.

members, and appurtenances thereto belonging in the said county, during my pleasure. AND I do hereby give and grant unto him the said I. W. during such my pleasure, full power and authority to seize and take all and all manner of guns, bows, greyhounds, setting dogs, ferrets, trammels, low bells, fayes, or other nets, hare-pipes, snares, or other engines for taking conies, hares, pheasants, partridges, or other game, and also all manner of fishing nets, angles, leashers, pitchers, and other instruments or engines for taking of fish. used and employed within the said manor, and the royalties, members, and precincts thereof, by any person or persons whomsoever prohibited by the laws of this realm in any wise to use, employ and keep the same, as any other game-keeper may lawfully do. AND FURTHER, I do hereby give and grant unto him the said I. W. during my pleasure, full power and authority to do all and every act and acts, thing and things, which by the laws of this realm are requisite and necessary for the preservation of the game within the said manor and premises, and the discovery of offenders therein against the laws and statutes in that case made and provided. IN WITNESS, &c.

A Deputation to keep Courts, &c.

KNOW ALL MEN BY THESE PRESENTS, That I, A. B., of, &c., for divers good causes and considerations me hereunto specially moving (1), HAVE given and granted, and by these presents do give and grant, unto C. D. the office of steward of the courts of my manors of, &c., in the county of E., and do hereby make, ordain, nominate, and appoint him, the said C. D., steward of all and singular the said courts, and of all and singular my said manors, TO HAVE AND TO HOLD the said office of steward to him the said C. D., or his sufficient deputy (2); AND for the execution of the said office, I the said A. B. do hereby give and grant unto the said C. D., all and every the fees, profits, and perquisites belonging to the said office of steward of the

(1) If it be wished that the stewardship should continue, notwithstanding the lord's decease, for me, my heirs, and assigns, &c., *ut supra*.

(2) If the stewardship be to continue notwithstanding the lord's decease, say "for and during the will and pleasure of me the said [lord], my heirs or assigns.

If during good behaviour, "for and during such time as he the said (steward) shall will and faithfully demean and behave himself in his said office.

If for life, say "for and during the natural life of him the said (steward)."

said courts of all and every the said manors, or by reason thereof heretofore usually received and enjoyed by any other steward of the said manors, and also the sum of *l.* yearly and every year, upon the feast of, &c.
IN WITNESS, &c.

—♦—

A Deputation from a Chief Steward to hold Courts (1).

KNOW ALL MEN BY THESE PRESENTS, that I, W. B., of the *Inner Temple, London*, gent. chief steward of the honour of C. and of the towns and manors of C. and S., and of the manors, towns, and boroughs of C., B., M., and A., in the county of E. and hundred of B.; alias B., C., T., S., R., T., L., and half the hundred of E. in the county of S., have made, constituted, and ordained, and by these presents do make, constitute, and ordain N. P., of, &c., in the county of S., gent. deputy steward of all and singular the aforesaid honours, manors, townships, and hundreds within the aforesaid counties of E. and S., or either of them, TO HOLD all and singular court leets, views of frank pledge, courts baron, hundred courts, and all and singular other usual and customary courts, such as have been usually held within the said honours, manors, townships, and hundreds, or any of them, in counties aforesaid, and to do all other legal acts and things in anywise belonging, appertaining, or relating to the office of deputy steward, TO HAVE, hold, execute, and enjoy the said office of deputy steward of the said honours, manors, townships, and hundreds in the counties aforesaid, for and during my pleasure, together with the usual fees thereto belonging. PROVIDED ALWAYS, that the said N. P., for such time as he shall continue deputy steward, shall and do cause to be fairly written, extracts or duplicates of the proceedings of all such courts, as he shall have so held, where any amerciaments usually shall happen, and which shall be signed by himself within two months after the holding of such courts, in order that they may be delivered to the auditor of the duchy of L. for the south parts, otherwise this deputation shall be void.
IN WITNESS, &c.

(1) Without authority or custom, a steward cannot appoint a deputy; but where a deputy is appointed, his authority is as great as the stewards. A deputy steward may admit out of court. A deputy may be made by word, by writing, or by deed. There may be a reddenndum added to this deputation as follows, before the proviso, "but nevertheless yielding and paying therefore unto me the said (steward), yearly and every year during the said term, the clear yearly sum of pounds of lawful money of Great Britain, on the day of in every year. IN WITNESS, &c." And a bond may be given for such purpose.

DISCLAIMER.

DISCLAIMER, (*disclamium*, from the French *clamer*, with the privative *dis*), is an express denial, or renouncing a thing.

Disclaimer of an Estate devised.

WHEREAS, the Right Hon. P. lady W., deceased, did by her last will and testament in writing, bearing date on or about the day of give and devise the manor of S., in the county of M., to the Right Hon. Sir. P. H., bart., Sir. W. S., bart., and E. N., esq. and their heirs. NOW KNOW ALL MEN BY THESE PRESENTS, that I the said E. N. do hereby declare, that I have disagreed, and do hereby disagree to the said devise of the said manor of S., and do hereby disclaim all estate and benefit therein by virtue of the said devise. IN WITNESS, &c.

[*To be acknowledged before a master in chancery, and inrolled*].

ENFRANCHISEMENT.

ENFRANCHISEMENT, (from *franchise*, *i. e.* *libertas*, signifies the act of making free.

THE deed of enfranchisement of copyhold land should properly contain such words as will expressly embrace the freehold, as the freehold of lands held by copy is in the lord.

THE deed should therefore be by feoffment, bargain and sale enrolled, lease and release, or fine. But a release by the lord of his seignorial right as to the particular copyhold would indeed extinguish the copyhold tenure, as the copyhold would then be severed from the manor, and the tenant would hold the lord immediately above, and as the lands would cease to be copyhold they would of necessity be free. It is, however, advisable to expressly convey the freehold by livery of seisin made "*secundum formam chartæ*," or by some deed equipotent thereto.

Enfranchisement of Copyhold Premises by way of Bargain and Sale.

THIS INDENTURE, &c., between A. B., of, &c., lord of the manor of C., in the county of D., of the one part, and E. F., one of the copyhold tenants of the said manor, of the other part.

Recital that
A. B. is
lord of the
manor, and
that E. F.
holds of him
by copy ;

and that the
lord has
agreed to
enfranchise
the copy-
hold.

Grant of
the free-
hold,

free from
copyhold
services,
&c.

Proviso not
to enfran-
chise other
copyholds.

WHEREAS, the said A. B. is seised to him and his heirs of an estate of inheritance in fee-simple of and in the manor aforesaid ; AND the said E. F. is seised or possessed of the said messuage, &c., hereinafter particularly described, of an estate of inheritance in fee-simple, by copy of court roll, at the will of the lord, according to the custom of the said manor of C., (the said copyhold messuage, &c., being within and parcel of the said manor). AND WHEREAS, the said A. B. hath agreed with the said E. F., for the consideration hereinafter mentioncd, to enfranchise the said messuage, &c. NOW THEREFORE THIS INDENTURE WITNESSETH, that in pursuance of the said agreement, and in consideration of the sum of, &c., the receipt, &c., he the said A. B. HATH granted, bargained, sold, aliened, released, and confirmed, and by these presents DOTH, &c., unto the said E. F. and his heirs, ALL that the said messuage, &c., TOGETHER with all ways, waters, water-courses, commons, &c. AND the reversion, &c. AND all the estate, right, title, interest, freehold, inheritance, claim, and demand whatsoever, both at law and in equity, of him the said A. B., of, in, or to the said messuage, &c., TO HAVE AND TO HOLD the said messuage, &c., to him the said E. F., his heirs and assigns : TO THE ONLY PROPER USE AND BEHOOF of him the said E. F., his heirs and assigns for ever ; FREELY, clearly, and absolutely enfranchised, acquitted, and discharged by these presents, from henceforth for ever hereafter, of and from all manner of yearly and other payments, rents, quit rents, chief-rents, customary or copyhold rents, fines, heriots, fealty, suit of court, and all other usual or customary or copyhold payments, duties, services, or customs whatsoever, which by or according to the custom of the said manor of C., the said messuage, &c., hereby, granted, bargained, and sold, or expressed so to be, or any of them, is or are, or have or hath been, or ought otherwise to be subject or liable to or charged with, or which otherwise ought to be paid, done, or performed, for or in respect of the same messuage, &c., or any of them, or any part thereof, as copyhold holden of, or as parcel of, the said manor. PROVIDED ALWAYS, and it is the true intent and meaning of these presents, and of the parties hereunto, that these presents, or any clause, matter, or thing herein contained, shall not extend, or be deemed taken, or construed to extend, to enfranchise or make free the remaining or any other parts of the several copyhold lands or tenements, (not hereinbefore granted), and now or late of

him the said E. F., or to acquit or discharge the said remaining or other parts from any payments, rents, quit rents, fine, heriots, fealty, suit of court, or any other payments, duties, customs or services, which by or according to the custom of the aforesaid manor, the said respective copyhold lands or tenements, or any of them, have at any time heretofore been subject or liable to or charged with, or which have been or ought to have been paid, done or performed, for or in respect of the said respective lands or tenements, as copyhold and parcel of the said manor (1). AND Grant of THIS INDENTURE FURTHER WITNESSETH, that it commons. being the intention and agreement of the parties hereto that the said E. F., and his heirs, should for ever use and enjoy the same commonage in and upon all and every wastes, commons, and commonable lands of or belonging to the said A. B., as lord of the said manor of C., notwithstanding the enfranchisement of the said messuage, &c., as he the said E. F. heretofore hath been and now is entitled to, by reason of the said copyhold premises intended to be hereby enfranchised; and to the end that such commonage may be the more effectually secured and conveyed to the said E. F. and his heirs, all commonage, right and title of common, of what nature soever, of, in, upon, to, or out of all and every the wastes, commons, and commonable lands of or belonging to him the said A. B., as lord of the said manor of C. as aforesaid, whatsoever and wheresoever, which, and in as large and beneficial a manner, to all intents and purposes, as he the said E. F. could have exercised, claimed and demanded, or in anywise have been entitled to as a copyhold tenant, owner, or occupier of the same messuage, as if these presents had not been made (2). [*Then follow usual covenants of title*].

(1) As, by enfranchisement, the tenure is extinguished as to the lord who enfranchises, the tenant must, by the stat. *quia emptores*, now hold of the lord above. The lord, of whom the lands were held by copy, cannot on such enfranchisement, reserve to himself any of the incidents or fruits of tenure. He cannot reserve a right of escheat, or any services, (as such), to himself. It is therefore improper to insert such reservation in a deed of enfranchisement. The reservation, indeed, if it may be so called, of a certain annual sum might be good as a rent-charge or rent-seck, or an action would lie on the covenants: but then it would not properly be a reservation, not in any wise the fruit of tenure.

(2) The premises on enfranchisement ceasing to be copyhold, the custom, usage, or prescription attached to them as such would be at an end, and commonage not passing under the words, "appartenances," &c., therefore it should be expressly mentioned, and it would be prudent to insert a special *grant* to the above effect.

EXCHANGE.

A DEED of exchange is a mutual grant of equal interests, the one in consideration of the other. The word "exchange" is so individually requisite, and appropriated by law in this case, that it cannot be supplied by any other word, or expressed by any circumlocution.—Co. Litt. 50, 51. The estates exchanged should be equal in quantity or tenure, as fee-simple for a fee-simple term of years, for a term, &c., and the covenants for titles, possession, and further assurance, should be general in the conveyance, which the word "exchange" itself will imply. It is not requisite that the estates should be of equal value, but of interest, and the exchange may be of things which lie either in grant or livery.—Co. Litt. But no livery of seisin, even in exchange of freehold, is necessary to perfect the conveyance, for each party stands in the place of the other, and occupies his right, and each of them hath already had corporeal possession of his own land, but entry must be made on both sides, for, by the death of either party, before entry of exchange, it is void.—Co. Litt. 50.

And the nature of an exchange is such, that if either party, or his heirs, be afterwards *evicted* of the land he hath in exchange, then he or they may re-enter, and have again the land which he gave in exchange.

By eviction is meant the recovery of land by a stranger, upon a title elder than the exchange itself; and this is the reason that the words *in exambis* must be used, for it is by them that either party hath the privilege of having his own land again in case of eviction, by reason of an implicit warranty or condition in law, contained in the word *exambium*. It has been observed, that the estates to be exchanged must be equal, not indeed equal in value, but in quantity; therefore a tenant in tail, after possibility of issue extinct, may exchange with a tenant for life, because their estates are equal in quantity for the tenant in tail, after possibility of issue extinct, although he hath special privilege more than a mere tenant for life, as mentioned before; yet for this purpose he hath only an estate for life, and an exchange may be made of a reversion in fee for a fee-simple estate in possession, because there is a fee-simple against a fee-simple.

*Exchange of a Parsonage House and Glebe Lands,
for another House and Lands.*

THIS INDENTURE, made, &c., between the Rev. P. G., &c., of the one part; I. S., of, &c., of the second part; A. B. of the third part; and T. B., youngest son of the said I. S., (and in whom the legal estate in fee simple, of and in the messuages, &c., hereinafter particularly mentioned and described, is now vested in trust for H. B., eldest son and heir apparent of the said I. S.), of the fourth part; and the said H. B., of the fifth part, (1):

WITNESSETH; that for and in consideration of the message or tenement, &c., hereinafter mentioned to be granted and conveyed in exchange, by the said T. B., unto the said P. G. and his successors, rectors of the said parish and parish church of W. AND ALSO for and in consideration of the sum of ten shillings a piece, of lawful money, &c., to the said P. G., I. S., and A. B., well and truly paid by the said T. B., at or immediately before the sealing and delivery of these presents, the receipt whereof are hereby acknowledged, he, the said P. G., at the request and by the direction of the said H. B., and with the consent and approbation, as well of the said I. S. as of the said A. B., testified by their severally being parties to, and executing these presents, hath given, granted, bargained, sold, alienated, exchanged, and released, and by these presents doth give, grant, bargain, sell, alien, exchange, and release. AND the said I. S., and also the said A. B., have, and each of them hath, ratified and confirmed, and by these presents do, and each of them doth, ratify and confirm unto the said T. B., (in his actual possession (2), &c., by bargain and sale from P. G.), and to his heirs, [ALL], &c., [*here describe the parsonage house, glebe lands, &c.*], and all houses, out-houses, barns, stables, edifices, buildings, yards, orchards, gardens, backsides, hedges, ditches, mounds, fences, trees, woods, underwoods, and

(1) Whatever the number of persons may be who are named in the introductory part of the deed, an exchange can, properly speaking, be only between *two* parties. *Three* cannot exchange with each other. In this precedent there are said to be five parties; but it is P. G. who conveys to H. B., and T. B. who conveys in return to R. G. H. B., I. S., and A. B., only consent to and confirm the act of P. G. Here are only *two* separate estates conveyed.

(2) Though an exchange at common law required no livery of seisin to complete it, yet it was necessary to execute it by *entry* into the lands exchanged. If the lands lay in several counties, there must have been several entries. If one of the parties died before entry, the exchange might have been avoided by the heir of the deceased. For these reasons, therefore, it is now usual to exchange by lease and release.

the ground and soil thereof, ways, paths, passages, waters, water-courses, easements, commons, common of pasture, profits, emoluments, and appurtenances whatsoever, to the said messuage, tenement, or parsonage house, fields, or closes of land and premises heretofore granted and released and confirmed, or mentioned or intended so to be, or any of them, belonging or appertaining, or therewith or with any of them held, used, occupied, or enjoyed, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, and of every part and parcel thereof, and all the estate, right, title, interest, property, claim, and demand whatsoever, of him, the said P. G., of, in, to, or out of the same messuage, tenement, or parsonage house, fields, or closes of land and premises, and every or any of them, and every or any part or parcel thereof, to have and to hold all and every the said messuage, tenement, or parsonage house, fields, or closes of land, and other the premises heretofore granted, released, and confirmed, or mentioned or intended so to be, with the appurtenances, unto the said T. B., his heirs and assigns, to the use of him, the said T. B., his heirs and assigns, in trust for the said H. B., his heirs and assigns, in exchange (1) for the said messuage or tenement, &c., hereinafter particularly mentioned and described to be granted and conveyed in exchange by the said T. B., to the said P. G., and his successors, rectors of the said parish and parish church of W. AND THIS INDENTURE ALSO WITNESSETH, that for and in consideration of the said messuage, tenement, or parsonage house, &c., being so granted and conveyed unto and to the use of the said T. B. and his heirs in trust, as aforesaid. AND ALSO for and in consideration of the sum of ten shillings a piece, of lawful, &c., to the said T. B. and H. B., at or immediately before the sealing and delivery of these presents, well and truly paid by the said P. G., (the receipt whereof are hereby acknowledged), he, the said T. B., at the request and by the direction of the said H. B., and with the privity and approbation of the said I. S. and A. B., testified in manner aforesaid, hath given, granted, bargained, sold, aliened, exchanged, and released, and by these presents doth give, grant, bargain, sell, alien, exchange, and release, and the said H. B. hath released and confirmed, and by these presents doth release and confirm unto the said P. G., (in his actual possession, &c., by a bargain and sale from the said T. B. and H. B.), and his successors, rectors of the said rectory and parish church of W., ALL, &c., [*here insert the house and lands proposed to be given in*

(1) This word is indispensable.

exchange, &c.], and all houses, &c. and appurtenances whatsoever to the said last-mentioned messuage or tenement, pieces and parcels of lands and orchards, or any of them belonging or appertaining, or therewith, or with any of them held, used, occupied and enjoyed, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, and of every part and parcel thereof, and all the estate, right, title, interest, property, claim, and demand whatsoever, of them, the said T. B. and H. B., and each of them, of, in, to, or out of the said messuage or tenement, parcels of land, and premises, and every or any of them, and every or any part and parcel thereof, to have and to hold all and every the said messuage or tenement, &c., and other the premises hereinbefore by the said T. B. and H. B. granted, released, and confirmed, or mentioned, or intended so to be, with their appurtenances, unto the said P. G. and his successors, rectors of the rectory of the said parish church of W., to the use of him, the said P. G., and his successors, rectors of the said rectory and parish church for ever, in exchange for the said messuage, tenement, or parsonage house, &c., with the appurtenances hereinbefore granted and conveyed unto and to the use of the said T. B., his heirs and assigns as aforesaid. AND the said P. G. doth hereby, for himself and his successors, rectors of the said rectory and parish church of W. as aforesaid, covenant, promise, and grant, so and with the said T. B., his heirs and assigns, and also to and with the said H. B., his heirs and assigns, that, (for and notwithstanding any act, matter, or thing whatsoever, by him, the said P. G., made, done, committed, or wittingly or willingly permitted, or suffered to the contrary), he, the said T. B., his heirs and assigns, in trust for the said H. B., his heirs and assigns, shall and lawfully may, for ever hereafter, peaceably and quietly have, hold, and enjoy, all the said messuage, tenement, or parsonage house, &c., with the appurtenances as hereinbefore, by the said P. G., granted and conveyed in exchange as aforesaid, during such time, and so long as the said messuage or tenement, &c., with their appurtenances, hereby granted and conveyed, in exchange, by the said T. B. as aforesaid, shall remain and continue to the said P. G. and his successors, as aforesaid. AND the said T. B. doth hereby for himself, his heirs, executors, and administrators, covenant, promise, and agree, to and with the said P. G. and his successors, rectors of the said rectory and parish church of W., that he, the said T. B., hath not, at any time heretofore, made, done, committed, or executed, or wittingly or willingly permitted or suffered any act, deed,

Covenant
for quiet
enjoyment.

matter, or thing whatsoever, whereby or wherewith, or by reason or means whereof the said messuage or tenement, &c., hereinbefore granted and conveyed in exchange by him, the said T. B., as aforesaid, or mentioned or intended so to be, or any of them, or any part or parts thereof, are, is, can, shall, or may be anyways impeached, charged, affected, or incumbered in title, estate, or otherwise howsoever. AND the said H. B. doth hereby for himself, his heirs, executors, and administrators, covenant, promise, and grant, to and with the said P. G. and his successors, rectors of the said rectory and parish church of W., that he, the said P. G. and his successors, rectors of the said rectory and parish church, shall or lawfully may, for ever hereafter, peaceably and quietly have, hold, and enjoy all the said messuage or tenements, &c. with their appurtenances, hereby granted and conveyed in exchange by the said T. B., in manner aforesaid, according to the true intent and meaning of these presents, free from all incumbrances whatsoever, and free from any let, suit, trouble, or disturbance, of, from, or by the said T. B. and H. B., or either of them, their or either of their heirs or assigns, or any other person or persons whomsoever, lawfully claiming or to claim by, from or under them, or any of them, so long as the said messuage, tenement, or parsonage house, &c., with the appurtenances hereby granted and conveyed in exchange by the said P. G. as aforesaid, shall remain and continue to the said T. B., his heirs and assigns, in trust for the said H. B., his heirs and assigns. *IN WITNESS, &c.

An Exchange after the Ancient Manner.

THIS INDENTURE, &c., between A. B., of, &c., of the one part; and C. D., of, &c., of the other part.

WITNESSETH, that the said A. B. hath given, granted, and confirmed, and by these presents doth, &c., to the said C. D., all that acre of land, &c., to have and to hold the said acre of land, &c., to the said C. D., and his heirs for ever, in exchange for certain lands of the said C. D., hereinafter granted to the said A. B. And the said C. D. hath given, granted, and confirmed, and by these presents doth give, grant, and confirm unto the said A. B., all that acre of land, &c., to have and to hold, to the said A. B. and his heirs for ever, in exchange for the lands hereinbefore granted by the said A. B. to the said C. D., and his heirs, &c. IN WITNESS, &c.

A General Exchange for one Parcel of Land for another, for a Term of Years, if certain Lives shall so long last.

THE INDENTURE, made, &c., between R. C., of, &c., of the one part; and W. B., of, &c., of the other part.

WITNESSETH, that the said R. C. hath given and granted, and by these presents doth give and grant, unto the said W. B., all that piece or parcel of arable land, lying, &c., bounded, &c.; containing one acre, &c., to have and to hold the said piece or parcel of land above-mentioned, with the appurtenances, unto the said W. B., his executors, administrators, and assigns, for and during the term of . . . years next, and immediately ensuing, and fully to be complete and ended, if he, the said R. C., and A. his wife, and R. their son, or any or either of them, shall happen so long to live, in exchange for one acre of land, lying, &c., being part of . . . acres of land, late in the occupation of, &c., extending itself, &c., for which consideration the said W. B. hath given and granted, and by these presents doth give and grant, unto the said R. C., the said one acre of land last-mentioned, with the appurtenances, to have and to hold the said one acre of land unto the said R. C., his executors, administrators, and assigns, for and during the term of . . . years next and immediately ensuing, and fully to be complete and ended, if the said R. C., and A. his wife, and R. their son, or any or either of them, shall happen so long to live, in exchange of and for, the said one acre of land first above-mentioned. AND the said R. C., for himself, his executors, and administrators, doth covenant, promise, and agree, to and with the said W. B., his executors and administrators, that he, the said W. B., his executors and administrators, shall and may, from time to time, and at all times during the said term hereby granted, peaceably and quietly have, hold, occupy, possess, and enjoy the said one acre of arable land first above-mentioned; without the let, troubles, hindrance, molestation, interruption, or denial of him, the said R. C., his executors, administrators, or assigns, or any of them, or any other person or persons whatsoever, claiming by, from, or under him, them, or any of them. AND the said W. B., for himself, his executors, and administrators, doth covenant, promise, and agree, to and with the said R. C., his executors and administrators, that he, the said R. C., his executors, administrators, and assigns, shall and may, from time to time, and at all times during the said term hereby granted, peaceably

Covenant
by R. C. to
W. B., for
quiet en-
joyment.

The same
covenant
from W. B.
to R. C.

EXCHANGES.

and quietly have, hold, occupy, possess, and enjoy the said one acre of land last above-mentioned, without the let, trouble, hindrance, molestation, interruption, or denial of him, the said W. B., his executors, administrators, or assigns, or any of them, or any other person or persons whomsoever, claiming by, from, or under him, them, or any of them. IN WITNESS, &c.

Another, of Lands for a Term of Years.

THIS INDENTURE, made, &c., between A. B., of, &c., of the one part; and C. D., of, &c., of the other part.

WITNESSETH, that the said A. B. hath given, granted, bargained, and sold, and by these presents doth give, grant, bargain, and sell unto the said C. D., his executors, administrators, and assigns, all that messuage or tenement, with the appurtenances, situate, &c., together, &c., to have and to hold the said messuage or tenement, and premises above-mentioned, with the appurtenances, unto the said C. D., his executors, administrators, and assigns, from the day of last past, before the day of the date hereof, for and during and unto the full end and term of years thence next ensuing, and fully to be complete and ended, if he, the said A. B., and C. D. shall so long live, in exchange for one other messuage, &c., situate, &c., by the said C. D. granted to the said A. B., his executors, administrators, and assigns, as hereinafter mentioned. AND THIS INDENTURE FURTHER WITNESSETH, that the said C. D., in consideration of the said bargain and sale so made unto him, the said C. D., by the said A. B. as aforesaid, hath given, granted, bargained, and sold, and by these presents doth give, grant, bargain, and sell unto the said A. B., his executors, administrators, and assigns, all that the said messuage or tenements, &c., with the appurtenances last above-mentioned, together, &c., to have and to hold the said last-mentioned messuage or tenement and premises, with the appurtenances, unto the said A. B., his executors, administrators, and assigns, from the said day of last past, for and during, and unto the full end and term of years thence next ensuing, and fully to be complete and ended, if the said C. D. and A. B. shall so long live, in exchange for the said messuage, &c., first above-mentioned, to be granted by the said A. B. to the said C. D., in exchange as aforesaid. AND the said A. B., for himself, his heirs, executors, and administrators, doth covenant, promise, and agree; to and with the said C. D., his executors, administrators and assigns, that

the said C. D., his executors, administrators, and assigns, shall and may, from time to time, and at all times hereafter, during the said term, hereby granted by the said A. B. as aforesaid, peaceably and quietly have, hold, occupy, possess, and enjoy the said messuage, &c., and other the premises first above-mentioned, with the appurtenances, without the let, suit, trouble, hindrance, molestation, interruption, eviction, or disturbance of him, the said A. B., his executors or administrators, or any of them, or of or from any other person or persons whomsoever, lawfully claiming to claim, by, from, or under him, them, or any of them. AND the said C. D., for himself, &c. [*Here insert from C. D. to A. B. the like covenant as to the quiet enjoyment of the messuage, &c., sold by him*]. PROVIDED ALWAYS (1), and these presents are upon this condition, and it is the true intent and meaning of the parties hereto, that if it shall happen that either of the said parties to these presents, their executors, administrators, or assigns, shall at any time hereafter, during the said respective terms above granted, by virtue or means of, or under any former or other gift, grant, bargain, or sale, or otherwise howsoever, be ousted or evicted of and from the possession of either of the said messuages or tenements, and other the premises so respectively granted in exchange as aforesaid, or any part thereof, then, and in such cases, these presents, and every matter and thing therein contained, shall be utterly void, and of none effect, and then and therefore, it shall and may be lawful, to and for the party or parties so ousted or evicted, into his or their said former messuage or tenement and premises, with all and singular the appurtenances, to re-enter, and the same to have again, repossess, and enjoy, as in his and then former estate or estates, any thing herein contained to the contrary thereof in any wise notwithstanding. IN WITNESS, &c.

PROVIDE IN
CASE OF
EVICTION.

(1) This is necessarily implied by the term *exchange*, and therefore may be considered as superabundant for in case of eviction, the law allows the party evicted to re-enter into his own lands.

A FEOFFMENT.

THIS kind of conveyance, which is strongly recommended in the *Touchstone*, was formerly more usual than any other, but is now nearly superseded by the conveyance of *lease and release*, the convenience of which has now brought it almost into general use. The

manner of it is thus: When a person is minded to alien or settle his land, he makes a deed, in which, for the considerations mentioned, he, (who is called the feoffor), doth give, grant, alien, and enfeoff unto one or more persons, (who are called the feoffees), the land or other hereditaments, to have and to hold to the feoffees, and their heirs, to the uses intended: all which will be executed by the said statute 27 Hen. VIII. Then usually follows a clause of warranty, in which the feoffor, for himself and his heirs, doth warrant the premises to the feoffees and their heirs against all men, which is called a general warranty; or against the feoffor and his heirs, and all claimants under him, or under his ancestors, which are special warranties; and if there be no special clause of warranty in the deed, then if the feoffment be made with these words, *dedi et concessi, they do imply a general warranty in the law* (1). And remember, that warranty may be annexed to a feoffment or to a fine, which is a feoffment of record, because a feoffment clears all disseisins and wrongful estates, in cases where the entry of the feoffor is lawful; and a feoffment or a fine are so strong, that they discontinue lawful estates, and put them to mere rights. So that if A. be tenant for life, with remainder to his son and heir in tail, with remainder to the brother of A. in fee: if A. makes a feoffment, he discontinues all those estates, and converts the tail of the son and remainder of the brother into mere rights; and if A. makes a warranty into the said feoffment, this warranty will descend upon the heir lineal or collateral (2), and such warranty with assets will bind the lineal heir in tail during his life at least, and such warranty without assets will bind the right of a collateral heir for ever. And you will see, by these means, in some cases an entail may be barred by a feoffment with warranty, without a fine; so that in this respect a feoffment is a very good conveyance; and the reason why a warranty cannot so well be annexed to a bargain and sale enrolled; (where the estate of the bargainee arises out of the estate of the bargainor by way of use), or to

(1) That is, with respect to the grantor: but his heirs will not be bound by force of those words. To bind the heirs of the feoffor or grantor to warranty, the word "warrant" must be used. See *Watk. N. LVI. to Gilb. Ten. p. 140 and 401.*

(2) A lineal warranty is made by the owner of the land, from whom the heir, whether he be in the right line or the collateral line, might have claimed the very land itself as heir to that ancestor, if the warranty had not been made.

Collateral warranty is where the ancestor that made it had no title to the land, and yet his warranty descends upon his heir that hath a title to bar him, and is called collateral warranty, because it is collateral to the title of the land.

a lease and release, or such like conveyance, is, because they are of the nature of mere grants, and not strong enough to make discontinuances, so as to convert legal estates into mere rights. And remember, there are assets by descent, (i. e. lands descending to the heir), to charge him with such debts of the ancestor to which the heir is liable; and assets *in mains*, which are goods and chattels in the hands of an executor, or administrator, to the value whereof he is obliged to pay the debts of the testator or intestate; and that natural persons are said to have ancestors, as bodies politic have predecessors.

This deed of feoffment is to be sealed, and delivered, and to be executed with livery of seisin upon the land, or within view of the land, (of which livery mention is made in the second chapter); but the feoffor may make a power of attorney to make the livery, or the feoffee may make a power of attorney to receive it. Nevertheless there is some difference whether the feoffor makes livery with his own hands, or by his attorney; for if a person under age makes a feoffment and livery with his own hand, though his heirs (who are privies in blood, and have a right of entry descending to them) may enter and avoid the feoffment for infancy; yet privies in law, as a lord by escheat, and some others, cannot take advantage of the infancy of the feoffor, if the infant feoffor made the livery with his own hand.

See Sheppard's Touchstone, and note p. 218.

The subject of a feoffment is a corporeal inheritance, for corporeal inheritances (as is said before) lie in grant and not in livery; but the feoffment (as before-mentioned) is now but little used.

Note. That an escheat is where a person dies seized of an estate in fee simple, and leaves no heir general or special, (which sometimes happens, as in the case of a bastard, who can have no heir but of his body), or if a person be attainted of felony; then the lord of the seignory of whom the land was holden (who is most commonly the king) shall have that land by escheat, in the first case, *propter defectum sanguinis*; in the other case, *propter delictum*; and is called lord by escheat, or a privy in law; and all escheats (for forfeitures) for treason are to the king.

And note: That livery was necessary by the common law, in the creating and passing of all estates of freehold in corporeal hereditaments; for an estate for life could not be granted without livery.

Deed of Feoffment.

THIS INDENTURE, made, &c., between A. B., of &c., of the one part; and C. D., of, &c., of the other part.

WITNESSETH, that the said A. B., for and in consideration of l., &c., the receipt, &c., hath given,

granted, sold, aliened, enfeoffed, and confirmed (1), and by these presents doth, &c., unto the said C. D., his heirs and assigns for ever, all that messuage, &c., and the reversion and reversions, remainder and remainders, rents and services thereof; and also, all the estate, right, title, interest, claim, and demand whatsoever, of him the said A. B., of, in, and to the same premises, and of, in, and to every part and parcel thereof, to have and to hold the said messuage, tenement, and premises above-mentioned, with the appurtenances, unto the said C. D., his heirs and assigns, to the only proper use and behoof of him the said C. D., his heirs and assigns, for ever.

Covenant by A. B. that he is absolutely seised, and has power to convey.

And the said A. B., for himself, his heirs and assigns, doth covenant and grant, to and with the said C. D., his heirs and assigns, that he the said A. B., now is lawfully and rightfully seised, &c. And also, that he the said A. B. hath good right, full power, and lawful authority, in his own right, to grant and convey all and singular the said messuages and premises, with the appurtenances, unto the said C. D., his heirs and assigns.

For peaceable enjoyment.

And that he the said C. D., his heirs and assigns, shall and may at all times for ever hereafter peaceably and quietly have, hold, occupy, possess, and enjoy, all and singular the said messuage, lands, tenements, hereditaments and premises above-mentioned, with the appurtenances, without the let, trouble, hindrance, molestation, interruption, or denial, of him the said A. B., his heirs or assigns, or of any other person or persons whosoever, claiming or to claim, by, from, or under him, them or any of them, (except as hereinafter is excepted), and that freed and discharged, or otherwise well and sufficiently saved and kept harmless and indemnified of and from all former and other bargains, sales, gifts, grants, leases, mortgages, jointures, dowers, uses, wills, entails, fines, post-fines, issues, amerciaments, seizures, bonds, annuities, statutes, recognizances, extents, judgments, executions, rents and arrears of rent, and of and from all former and other charges, estates, rights, titles, troubles, and incumbrances what-

Free from incumbrances.

(1) The proper words are, "Give and grant." To insert the words, *bargain and sell*, is wrong; for they cannot operate to pass the freehold unless the instrument be enrolled. If it be not enrolled, therefore, they are of no avail. If the deed be enrolled as a bargain and sale, it cannot operate as a feoffment; since the conveyances are wholly different. The bargain and sale acknowledge the possession to be in the bargainor; and, on enrolment, such possession is transferred by the statute: after enrolment therefore, the livery cannot be made; and if it were made before, the feoffor or bargainor could not, at the time of enrolment, stand seised to the use of the bargainee; and consequently the statute could not operate.

soever had, made, committed, done, or suffered, or to be had, made, &c., by the said A. B., or any person or persons whomsoever, claiming or to claim by, from, or under him, them, or any of them, (except one indenture of lease, granted by the said A. B. to, &c., of part of the said premises, for the term of . . . years, under the yearly rent of . . . l., which rent is intended to pass hereby). AND FURTHER, that the said A. B. and his heirs, and all and every other person and persons having or claiming any estate, right, title, or interest, of, in, or to the said premises above-mentioned, or any part thereof, by, from, or under him, (except as before excepted), shall and will, from time to time, and at all times hereafter, upon the reasonable request, and at the costs and charges of the said C. D., his heirs or assigns, make, do, and execute, or cause and procure to be made, done, and executed, all and every such further and other lawful and reasonable act and acts, thing and things, devises, deeds, conveyances, and assurances in the law whatsoever, for the further, better, and more perfectly granting, conveying, and assuring of all and singular the said premises above-mentioned, with the appurtenances, under the said C. D., his heirs and assigns, to the only proper use and benefit of the said C. D., his heirs and assigns, for ever, according to the true intent and meaning of these presents, as by the said C. D., his heirs and assigns, or his or their counsel, shall be reasonably devised or advised, and required (1). And lastly, the said A. B. hath made, ordained, constituted, and appointed, and by these presents doth, &c., E. F., of, &c., and G. H., of, &c., his true and lawful attorneys, jointly, and either of them severally, for him, and in his name, into the said messuage, lands, and premises, with the appurtenances hereby granted and conveyed, or mentioned so to be, or into some part thereof, in the name of the whole, to enter, and full, quiet, and peaceable possession and seisin thereof, for him, and in his name, to take and have; and such possession and seisin so thereof taken and had, the like full possession and seisin thereof, or of some part thereof, in the name of the whole, unto the said C. D., or to his

And for further assurance.

Power of attorney to give seisin.

(1). Where the parties reside near the land, they may in person make livery, and a memorandum thereof be indorsed on the deed, and then this power of attorney may be omitted. If livery be made of a house, it is usual to call all the people out of the house; and the feoffor takes the key of other thing belonging to the door, and puts it in the hand of the feoffee, and both holding the key and deed of feoffment, the feoffor says, *I do hereby deliver you possession and seisin of this house, to hold according to the tenor and effect of this deed.* If the feoffment be of lands, it is usual to deliver a turf, twig of a tree, or bush, thereon, &c. See tit. *Livery of Seisin.*

certain attorney in that behalf, to give and deliver, to hold to him the said C. D., his heirs and assigns, for ever, according to the true intent and meaning of these presents, hereby ratifying, confirming, and allowing, and agreeing to ratify, confirm, and allow, all and whatsoever his said attorney, or either of them, shall do in the premises. [*Memorandum of livery and seisin to be indorsed*]. IN WITNESS, &c.

A more concise Form,—after the ancient Manner.

THIS INDENTURE, &c., between; &c., witnesseth, that in consideration of the sum of £. of lawful money, &c., the receipt, &c. He the said A. B. hath given and granted, and by these presents doth give, grant, and confirm unto the said C. D. and his heirs, all, &c. To HAVE AND TO HOLD all and singular the same premises, to him the said C. D., his heirs and assigns; *to the only proper use and behoof of him the said C. D.,* his heirs and assigns for ever. And the said A. B. and his heirs, all and singular the said premises, with their and every of their rights, members, and appurtenances, unto him the said C. D. and his heirs, against him the said A. B., and his heirs, shall and will warrant(1), and for ever defend by these presents. [*A power of attorney may be added, as in the last precedent*]. IN WITNESS, &c.

(1) This word warrant is indispensable.

Feoffment and Covenant to levy a Fine upon Sale of Estates in Lots, to bar Wives of Dower, and for bringing same into a narrow compass.

THIS INDENTURE of five parts, made, &c., between J. B., of, &c., and Sarah his wife, of the first part; Q. L., of, &c., and Frances his wife, of the second part; E. I., of, &c., of the third part; J. F., of, &c., and B. W., of, &c., of the fourth part; and J. A., of, &c., and W. W., of, &c., of the fifth part.

WITNETH, the said J. B. is seised to him and his heirs in fee simple, (subject to the title to dower of the said Sarah his wife), of five-eighths parts of the manor, messuage, lands, and hereditaments hereinafter described, and also enfeoffed or otherwise assured or intended so to be; and the said Q. L. is seised to him and his heirs in fee simple, (subject to the title of dower of the said Frances his wife), of the remaining three-eighths of the same manor, messuages, lands, and hereditaments. AND WHEREAS, the same manor, mes-

suages, lands, and hereditaments, have been lately sold in lots to several persons, and for the purpose of bringing the evidence of the title to the same manor and hereditaments into a narrow compass, and for extinguishing all dower, right, and title to dower, of the said Sarah B., and Frances L., it hath been determined and agreed that a feoffment should be made, and a fine levied of the same manor and hereditaments. Now THIS INDENTURE WITNESSETH, that in pursuance of the said agreement, and in consideration of 10s. of lawful money to each of them, the said J. B. and Sarah his wife, Q. L. and Frances his wife, well and truly paid by the said B. W., immediately before the execution of these presents, the receipt whereof is hereby acknowledged; they the said J. B. and Sarah his wife, Q. L. and Frances his wife, according to their respective shares, estates, and interests in the said manor and hereditaments, have, and each and every of them hath given, granted, and enfeoffed. And by these presents do give, grant, and enfeoff unto the said B. W., his heirs and assigns for ever, all that, &c., [*describe premises*], and the reversion and reversions, remainder and remainders, yearly and other rents, issues, and profits, of them the said J. B. and Sarah his wife, Q. L. and Frances his wife respectively, in and to the same hereditaments and premises. And all the estate, right, title, interest, use, trust, property, benefit, claim and demand whatsoever, of them the said J. B. and Sarah his wife, Q. L. and Frances his wife, in, to, and upon the same manor, and hereditaments, TO HAVE AND TO HOLD the same manor, hereditaments, and premises hereby granted and enfeoffed, or otherwise assured, or intended so to be, and every part and parcel thereof; with their and every of their rights, members, and appurtenances, unto the said B. W., his heirs and assigns; to the use of the said J. A., his heirs and assigns for ever. But upon the trusts hereinafter expressed, and declared of and concerning the same (that is to say), as, to, for, and concerning [those five undivided eighth-parts thereof, now or late of the said J. B., (the whole into eight equal parts or shares to be divided in trust for the said J. B., his heirs and assigns for ever, And as, to, for, and concerning the remaining three undivided eighth-parts thereof, the whole into eight equal parts to be divided). IN TRUST, for the said Q. L., his heirs and assigns for ever. And the said J. B. doth hereby for himself, his heirs, executors, and administrators, and as far as relates to, and concerns the five eighth-parts of him the said J. B., of and in the said manors, messuages, lands, and hereditaments, hereby granted and enfeoffed, or otherwise

assured, or intended so to be, and the acts, deeds, and defaults of himself and his said wife relating thereto. And the said Q. L., for himself, &c., doth covenant and agree with the said B. W., his heirs and assigns, in manner following, (that is to say), that they the said J. B. and Sarah his wife, and Q. L. and Frances his wife, shall and will, at the proper costs and charges of the said J. B. and Q. L., in, or as of term now last past, or before the end of term now next ensuing, or in, or as of some other subsequent term, will and duly acknowledge, and levy or cause to be levied, unto the said J. A. and his heirs, before the justices of his majesty's court of Common Pleas at Westmünster, one or niore fine or fines "*sur conuissance de droit come ceo,*" &c., with proclamations to be thereupon had and made, according to the form of the statute in such cases made and provided, of all and singular the said manor, messuages, and hereditaments; hereby granted and enfeoffed, or mentioned, or intended so to be, as aforesaid, by the names and descriptions of Or by such other names and descriptions respectively, as shall be sufficient to comprise and pass the same, and as shall be advisable for that purpose. And it is hereby granted, declared, and agreed, by and between all the said parties to these presents, as far as they respectively are interested in the premises, and they hereby severally declare, that the said fine so covenanted to be levied as aforesaid, and so soon and immediately after the levying thereof. And the assurance hereby made, and all and every other fine and fines, and other assurances in the law whatsoever; at any time or times hereafter had, made, acknowledged, levied, suffered, and executed, of the same manor and hereditaments, or any of them, or any part thereof respectively, either alone or together, with any other hereditaments or property, by or between the parties to these presents, or any or either of them, or whereunto they, or any or either of them are, or is, or have, or has been, or shall, or may be, parties, or privies, or party, or privy, shall be and enure; and shall at all times, and from time to time, be judged, deemed, expounded, decreed, and taken to be and enure: and that the same was, and were meant and intended, and is, and are hereby directed and declared to be and enure, and also that the person or persons to whom such fine or fines, or other assurances respectively have or hath been, or shall, or may be levied, suffered, made, and executed, shall stand and be seised, as to, for, and concerning the said manor, hereditaments and premises, hereby granted and released, or expressed, and intended so to be, and every part and parcel thereof,

to the uses, upon the trusts, and for the end, intent, and purposes hereinbefore limited, expressed, declared, and contained, of and concerning the same, in confirmation of these presents, and for giving more full and complete effect to the same. And the said J. B. and Sarah his wife, and Q. L. and Frances his wife, have, and each and every of them hath, nominated, constituted, and appointed; and by these presents do, &c., the said J. A., to be their, and each of their lawful attorney, for them, and each, any, or either of them, and in their, and each, or any of their names, respectively, to enter into, and take full, quiet, and peaceable possession and seisin of all and singular the aforesaid manor and hereditaments; and then to deliver full, peaceable, and quiet possession and seisin thereof, in the name of the whole, to the said B. W., or to his attorney or attorneys, lawfully authorised, according to the form, effect, true intent and meaning of these presents. And the said B. W., hath nominated, constituted and appointed, and by these presents doth, &c., the said W. W., his true and lawful attorney, for him, and in his name and stead, to receive and take of, and from, the said J. B. and Sarah his wife, Q. L. and Frances his wife, or any or either of them, either in person or by his or their attorney or attorneys, lawfully authorised in that behalf, possession and seisin of all and singular the said premises, or of some part thereof, in the name of all the same manor and hereditaments; and such possession and seisin so taken thereof, to hold and to keep to the use of the said B. W., his heirs and assigns, according to the effect, true intent, and meaning of these presents. IN WITNESS, &c.

A FINE AND RECOVERY.

A FINE is a common assurance of the realm, and it is called a fine *quia litibus finem imposuit*.

Fines were levied in the king's courts by the common law before the making of any statute concerning the same, and were, by the common law, of so great force and strength, that they concluded not only all parties and privies (that is, the persons levying the fine and their heirs) but also all strangers, (that is, all other people in the world, being of full age, out of prison, of sound mind and memory, and within the four seas, the day the fine levied, unless such strangers did make their claim within a year and a day), so that a fine with such non-claim was a good bar, and made a good title to a purchaser against all persons whomsoever.

But several statutes having been made concerning fines, it will be necessary, for the better understanding the nature, validity, and use of a fine at this day, to have recourse to the most material of them, viz. :—

15th Edward II. enacts, that those that levy fines, which is there called acknowledging their rights to others, shall appear personally in the court. So that their age, idiocy, or other defects, (if any), may be discerned by the judges; but if any person was decrepid, and could not come into court, any two of the judges might go and take his cognizance, or any one of them, without assistance, as is there mentioned.

34th Edward III., c. 16, enacts, that the plea of non-claim on fines shall not be taken for any bar in time to come. This statute, as my Lord Coke observes, in his epistle to his Fourth Book of Reports, being against a main point in the common law, created many suits and troubles.

1st Richard III., c. 7, enacts, that after the engrossing every fine, the same should be only proclaimed in the Common Pleas Court sixteen times, and at the assizes where the land lies four times, and in the General Quarter Sessions of the peace four times, and then should conclude all privies and strangers, except women covert, (not being parties), persons within age, in prison, or out of the realm, or not of whole memory at the time of the fine levied; saving to all persons having right or title to the land, such right or title as they have at the time of engrossing the fine, so as they pursue the same within five years; and saving to all other persons such right as should grow, remain, descend, or come to them after the fine engrossed by force of any gift in tail, or any other cause or matter had or made before the fine levied, so as they pursue their right within five years after their title come to them; and if they become covert baron, within age, in prison, out of the land, or not of whole memory, their right is saved to them, so as they pursue the same within five years next after those impediments are removed.

4th Hen. VII., c. 24, enacts, that after the engrossing of every fine, it should be proclaimed in the Common Pleas Court sixteen times; [*note here, that the proclamations at the assizes and sessions are left off*]; and then it should conclude all privies and strangers, except women covert and persons within age, in prison, out of the realm, or not of whole memory (not being parties); saving to all persons, other than parties, such right as they have at the time of the fine engrossed, so as they pursue the same within five years after the proclamations; and saving to all persons such right as shall first grow,

remain, descend, or come to them after the proclamations, by force of any gift in tail or other matter had or made before the fine levied, so as they pursue their right within five years after the same shall accrue, descend, fall, or come. And if they be covert, within age, in prison, out of the land, or not of whole mind, then their right and title is saved, so as they pursue the same within five years after those disabilities removed. And this statute also saves in every person (not party or privy to the fine) his exception or plea to avoid the same fine, for that the parties thereto had nothing in the land at the time of the fine levied.

11th Hen. VII., c. 20, enacts, that if a woman (having an estate in dower for life, or in tail, in any land of the purchase or inheritance of her late husband, or given to him in tail or for life by any of his ancestors, being sole, or with any after-taken husband) shall alien the land by recovery, fine, &c., such alienation shall be void, *and the heir or the next in reversion*, may enter and enjoy the land in such manner as in the act is mentioned.

32nd Hen. VIII., c. 28. No fine or other act by the husband only, of the inheritance or freehold of the wife, shall be a discontinuance, or hurtful to the wife or her heirs, or to such as shall have title by the death of the wife. But husband and wife of the wife's lands may make leases, not exceeding twenty-one years or three lives, rendering the old rent; and fines levied by husband and wife (she being a party) of the wife's inheritance, are good.

32nd Hen. VIII., c. 36. A doubt being made, whether tenants in tail were barred by the former statutes, it is declared and enacted, that all fines levied and to be levied with proclamations, according to the 4th Hen. VII., by persons of full age, of lands intailed to the persons levying the fine, or to any of their ancestors, in possession, reversion, remainder, or use, shall be a good bar, for ever against such persons or their heirs, claiming the land by force of such entail; but the act does not extend to any fine levied of land given in tail by the crown, or by act of parliament, the reversion being in the crown.

There are particular statutes for levying fines in the county palatine of Lancaster, Chester, Durham, and the city of Chester.

31st Eliz., c. 2, enacts, that fines proclaimed four times shall be of as good force as if proclaimed sixteen times.

21st Jac. I., c. 2, provides, that the acknowledging any fine, recovery, deed enrolled, statute, recognizance, bail, or judgment, in the name of another, not privy or

consenting to the same, shall be felony, without benefit of clergy, but without corruption of blood, or loss of dower.

So that at this day, a fine levied with four proclamations, doth presently conclude all the parties and privies thereunto, (that is, the persons levying the fine and their heirs), and all estates tail in the said parties; and such fine with proclamations, with five years' non-claim, to be reckoned from such respective times as are mentioned in the said statute 4th Hen. VII., to bar and conclude all strangers, (i. e.), all people in the world except the king.

And now, if a person having by disseisin, or discontinuance, gained a wrongful or defeasible estate of inheritance, or freehold land, whereof the right belongeth to another, do levy a fine thereof, this fine, with proclamations, will conclude that right, unless the person having the same, do pursue his right within five years after the proclamations, or within five years after his right (if it be future) shall accrue, or within five years after the removal of the impediments of coverture, non-age, imprisonment, being beyond sea, or the insanity of mind of such persons as are not parties to the fine.

But if a person who hath no estate, either by right or wrong, in the land, do levy a fine to a stranger, it may be avoided by the plea *quod partes finis nihil habuerunt in tenementis*; and a fine levied by a lessee for years may be avoided by the same plea, because a fine is a conveyance of a freehold. Also it is said, that *interesse termini* (such as is mentioned in the first chapter) will not be bound by a fine and non-claim.

But if a lessee for years, and a copyholder, are within the said statute, so as to be bound by fine and non-claim; yet it hath been resolved in many cases, (viz. in *Ferner's case*, 2 Rep., and in *Podger's case*, 3 Rep.), that if a lessee for years, and a copyholder, levy a fine by assent and connivance, to bar the lessor or lord, of his inheritance, it shall not bar him.

But if the lessee for years be ousted, and he in reversion disseised, and the disseisor levy a fine, and five years pass, both lessor and lessee are concluded, and the lessor shall not have five years after the lease ended, because he has present right to entry or action. So if a copyholder for life or in fee be ousted, and the lord disseised by one who levies a fine, and five years pass, as well the lord, as the copyholder, are barred; but the entry, or claim of either of them, within five years, will save the right of the other, and no fine or warranty will bar any estate in possession, reversion, or remainder, that is not first divested and put to a right; for he that

hath any estate or interest, cannot be said to be put to his action, entry, or claim.

By what has been said, there appears reason why purchasers commonly desire to have fines levied of the lands they buy, for their better security against dormant titles.

He that levies a fine is called the cognizor; and the person to whom the fine is levied, is called the cognizee. There are several sorts of fines, but the strongest is that called *sur cognisance de droit come ceo que ils ont de leur donc*, wherein five things are necessary: First, a writ, which is commonly called a writ of covenant; secondly, that the king's fine for license of alienation be paid; thirdly, the concord, which is the substance of the fine; fourthly, the note of the fine, which begins thus, *Inter A. B. querē, et C. D. deforciant, &c.*; fifthly, the foot of the fine, which begins thus, *Hæc est finalis concordia, &c.*; but for these refer to *Precedents for Fines*.

The cases in which fines are to be levied are, when a married woman is to part with her dower, or any estate of inheritance or freehold belonging to her; then there is no way to bar her right: but she must join in a fine with her husband, and she must be examined by a judge or commissioners, if she doth it freely.

Also, when a person is seised in tail, with remainder in fee to himself, a fine (without recovery) will bar the estate in tail, and also the remainder over, and create a fee simple either to himself or a purchaser.

Fines likewise have been levied frequently, as hath been said, *pro majori cautela*.

Judges ought not to permit persons under age, an idiot, or madman, to levy a fine; but if they do, the fine will be good. But an infant may reverse the fine before he comes of age, whilst the court can judge of his infancy (1).

(1) The king cannot levy a fine, because a writ will not lie against him in respect of the dignity of his person. Nevertheless, if the king's grantee of land do levy a fine of the same to the king, (being tenant in tail), and the king, by the same fine doth render the same land to the grantee and his heirs, and do, by a patent, empower the grantee to enter, this fine *est grant and render*, will bind the estate tail which was in the king.

And note, that when two men are to have the fine levied to them, the recognition, release, and warrant in the fine, are to both, and the heirs of one of them; but the use in the deed will convey the land to both, and their heirs in joint tenancy.

The course is, when a man buys land, and is to have a fine, that the vendor in the conveyance, or in some deed for that purpose, doth covenant with the purchaser to levy a fine the next term, and thereby declares the same to be to the use of the purchaser and his heirs; which use will arise by the fines, and be executed in posses-

Of the Original Writ.

A WRIT of covenant is the usual original writ taken out by the cognizee or cognizees, against the cognizor or cognizers to the fine; for, without an original writ, a fine cannot be levied: yet, though a fine is usually levied upon a writ of covenant, it may be levied upon a writ of right close, or in any real action, but not upon an original writ in any personal action.

And though a common action of covenant is a personal action, in which damages are to be recovered for a breach of covenants, yet this writ of covenant, which demands the land itself, is a real action; and is brought to have an execution and performance of the covenants, viz., to render the land to the cognizee. 4 Co. 59. Fitz Natura Brev. 146. F. Co. 2 Inst. 514. 1 And. 71. Kelw. 90. 4 Inst. 407.

Of the Composition, or the King's License to alienate.

THE composition, or the money which is to be paid to the king for his license to alienate, is called a composition, because the fine, or sum of money which is to be paid, and is generally called the king's silver, is compounded and made easy by the commissioners appointed by the king for that purpose: and the office where they sit to execute their authority, is called the alienation office.

This fine, *pro licentia concordandi*, is an ancient flower of the crown, and is called the king's silver; and this fine consists of a present fine, paid at the time of the commissioners signing the writ of covenant; and of a post fine, which is paid when the fine is completed, and hath been entered in the king's silver office, and is called a post fine in respect of the first fine, or the fine in the hamper; for, in every real action of lands or tenements, of the yearly value of five marks, there is due in the hamper upon the original, 6s. 8d., that is, for every five marks of land; and if it be under five marks, no hamper is due upon the original. Now the fine *pro licentia concordandi*, or the post fine, is also cer-

sign by the statute *de usibus* as aforesaid. And now, if the fine be levied of a reversion, there is no need of a writ (as formerly) to make the tenants for lives or years attorn to the cognizee, who, by the help of the statute, is adjudged in possession, and may distrain his tenant for rent, or bring an action for waste, or enter for a condition broken, without any attornment.

And by a statute made in 4 Ann., c. 16, it is enacted, that uses and trusts may be declared subsequently to the suffering or levying a recovery or fine.

tain, for it is as much as the first fine, and half as much more. as, for example, where a writ of covenant is brought to levy a fine of lands of the value of five marks, there is 6s. 8d. due presently for the first fine in the hamper; but the fine, *pro licentia concordandi*, or the post fine, is not due till *conge de accorder* (i. e. the license to agree) be granted by the court, and then the post fine is 10s. And if the land be under five marks; yet there shall be a fine for this leave to alienate, and that is also certain, viz 6s. 8d.

And if the king's silver be entered and indorsed upon the writ of covenant by the proper clerk for that purpose, although the cognizor or cognizors die before the fine comes to the chirographer, yet is the fine a complete fine for the other two parts; viz the note of the fine and the foot of the fine, are but abstracts taken out of it 2 Co. 5, 11 b. c.

Of the Concord.

THE concord and agreement between the parties that intend the levying of the fine, is that instrument wherein it is declared, how, and in what manner the things contained in the writ shall pass. and, as the writ of covenant is the foundation, so this is the substance of the fine.

In this concord the particulars or parcels need not, nor are they used to be, recited over again, as they are inserted in the *præcipe*, for the writ of covenant, or any other original writ whereon the fine is to be levied; but it will be sufficient to say:

“And the agreement is such, (that is to say), that the said A hath acknowledged the said tenements, with the appurtenances, to be the right of the said B,” &c.

And by these words (the said tenements) any number or quantity of distinct things or parcels will be well enough expressed.

But if the *præcipe* be of entire things, as of a manor or manors, with the appurtenances, then you must express it thus in the concord:

“And the agreement is such, (that is to say), that the said A. hath acknowledged the said manor, or the said manors, with the appurtenances,” &c.

Neither will messuages named by themselves in a præcipe, pass by the word tenements in the concord also (1).

And here it is to be considered the end and intent of

(1) An honor, castle, island, buryn, hundred, borough knight's fee, the site of a manor, a park, a prebendary, a rent common; oblations, tolls, stallage, pontage, view of frankpledge, a liberty, franchise, office, bailiwick, fair, market, passage, a way.

the fine which is to pass a right, and limit estates from one to another, appears by the concord thereof, in which it is to be noted, that though there be divers cognizees, *yet the right shall be limited to one of them only*, and the estate limited to his heirs only, whose right it is acknowledged to be. See West. Symb. tit. Fines. 3 Hen. VI., 42 Ed. III., 64.

As thus, A. is cognizor, B. and C. cognizees.

"And the agreement is such, (to wit), that the said A. hath acknowledged the said tenements, with the appurtenances, to be the right of the said B., as those which the said B. and C., have of the gift of the said A., and those he hath remised and quit-claimed, from himself and his heirs, to the said B. and C., and the heirs of the said B. for ever; and for this," &c.

It is also said, that the release and warranty must be by one of the cognizors; and from him and his heirs only; for in a fine from divers, the fee must be supposed to be in one of them only, 21 Ed. III. 33; but I find the use, generally, otherwise.

Indeed, in a fine from a man to his wife, it seems sometimes to that purpose, as thus:

"Command A. B. and C. his wife, that they justly, &c., perform their covenant to D. B.," &c.

"And the agreement is such, (to wit), that the said A. and C. have acknowledged the said tenements, with the appurtenances, to be the right of the said D., as those which the said D. hath of the gift of the said A. and C., and those they have remised and quit-claimed, from them the said A. and C., and the heirs of the said A., to the said D. and his heirs for ever; and moreover, the said A. and C. have granted for themselves, and the heirs of the said A., that they will warrant to the said D. and his heirs, the said tenements with the appurtenances, against them, the said A. and C., and the heirs of the said A. for ever, and for this," &c.

"And the agreement is such, (to wit), that the said A. and C. have acknowledged the said tenements, with the appurtenances, to be the right of the said D., as those which the said D. had of the gift of the said A. and C., and those they have remised, and for ever quit-claimed, from them, the said A. and C., and the heirs of the said C., to the said D. and his heirs; and moreover, the said A. and C. have granted for themselves, and the heirs of the said C., that they will warrant to the said D. and his heirs, the said tenements, with the appurtenances, against the said A. and C., and the heirs of the said C. for ever; and for this," &c.

reu, fishery, rectory, tithes, the moiety or part of an entire thing, wreck of the sea, the advowson of a church, a portion of tithes, must be particularly named in the concord as well as in the præcipe.

And so it may be from two others, the fee being in one of them.

But, generally, where there are divers cognizors in a fine, the release is from them and their heirs, as thus, by husband and wife, and the two other cognizors or two cognizees.

"And the agreement is such, (to wit), that the said A. B. C. and D., have acknowledged the said tenements, with the appurtenances, to be the right of the said E. and T., as those which they, the said E. and T., have of the gift of the said A. B. C. and D., and those they have received and for ever quit-claimed, from them, the said A. B. C. and D., and their heirs, to the said E. and T., and the heirs of the said E.; and moreover, they, the said A. B. C. and D., have granted for them, and the heirs of the said A., that they will warrant the said tenements, with the appurtenances, to the said E. and T., and the heirs of the said E., against all men for ever, and for this," &c.

Or, if the warranty be special, thus: A. B. C. and D., and the heirs of the said A. for ever.

And in these cases each of the cognizors may warrant a part, if they will, and one may give a general warranty, and the other a special warranty; and it is the usual practice to warrant where there are divers cognizors, as thus, in the former cases.

"And, furthermore, they, the said A. and B., have granted for themselves, and the heirs of the said A., that they will warrant to the said E. and T., and the heirs of the said E., the said tenements, with the appurtenances, against them, the said A. and B., and the heirs of the said A. for ever; and, furthermore, the said C. hath granted, for himself and his heirs, that they will warrant the said tenements, with the appurtenances, to the said E. and T., and the heirs of the said E., against the said C. and his heirs for ever; and also the said D. hath granted for himself and his heirs, that they will warrant the said tenements, with the appurtenances, to the said E. and T., and the heirs of the said E., against the said D. and his heirs for ever; and for this," &c. (1)

(1) That land, bought of divers persons by several purchasers, may well pass in one fine, and then the writ of covenant must be brought by all the vendees against all the vendors, and every vendor must warrant against him and his heirs only, and these joint fines are reasonable when the purchases are of small value. See after a *præcipe* and concord, where one cognizor warrants one part, another another part, and another another part.

Note further that one concord may be of lands in several counties and the fine to leave to agree to alienate of all extracted entirely but there must be several writs of covenant returnable all at one day. Dyer, 227, pl. 21. See West. Prac. tit. fines.

And so of the like by these words, and moreover, and furthermore, and also, and further, and lastly, as you may observe in the following precedents.

Of the Note of the Fine.

THE note is taken out of the writ of covenant and concord by the chirographer, before it be engrossed. It begins thus :

Between A. B. plaintiff, and C. D. defendant ; and recite the whole fine, or the substance thereof.

The Foot of the Fine.

THE foot of the fine includes the whole fine ; the parties thereto, the thing granted, the day, year, and place, and before whom the concord was made.

It is called the foot of the fine, because it is the last part of the fine ; and, when this is done, the fine is engrossed of record, and the indentures are made by the chirographer, and delivered to the party to whom the fine is levied, and then the fine is said to be engrossed.

Of the Proclamations.

A FINE may be with or without proclamations ; if it be without proclamations, it is termed a fine at common law, and is levied in such manner as they were before the 4th of Hen. VII., cap. 24, and still remains of force to discontinue the estate of the cognizors, if it is executed.

If it be with proclamations, it is termed a fine, according to stat. 1 Rich. III., 4 Hen. VII., 24, and such a fine is every fine that is pleaded intended to be, if it be not shewn what fine it is ; and these fines with proclamations are the best sort of fines, and most used ; and it is said to be in the election of the cognizee, to have it with or without proclamations ; and if there be error in the proclamations, yet the fine shall be deemed a fine at common law without proclamations. Jenk. Cont. Case 6, Case 35. 2 Inst. 519.

And though a fine levied in the court of ancient demesne works a discontinuance, though the court is not a court of record, inasmuch as the freehold is recovered in the action ; such a fine is not a bar to an estate tail, for it is by the before-mentioned statute 4 Hen. VII., that a fine with proclamations will bar an estate tail ; and no fine but a fine with proclamations is within that statute, nor can bar an estate tail. 1 Salk. 240.

The proclamations made upon the fine which, although they be not essential parts of the fine, yet, upon every fine made according to the statute, they must be made, and being made, they do make a bar according to what doth pass.

The proclamations were appointed first by stat. 1 Rich. III., 7, though before that time, by the statute *de finibus levatis*, fines were openly to be read at two certain days in the week, (by the discretion of the justices), and by this statute of Richard the Third.

Fines at the common law have the same force they had before, and might be levied according to that statute, or the common law, at the election of the parties.

The proclamations were to be made four several days in each term, during four succeeding terms, by the stat. 1 Rich. III., 7. 4 Hen. VII., 27. 32 Hen. VIII., 36.

By stat. 31 Eliz. 2, fines in the Common Pleas shall be proclaimed four times only, viz. once in the term wherein the fine is engrossed, and once in each of the three terms then next following.

If any proclamations be made upon a Sunday it is error, because it is *dies juridicus*. Dyer, 128.

Who may be Cognizors and Cognizees.

HAVING considered a fine in all its parts, we come next to observe, who may be cognizors and cognizees in fees.

Who may be Cognizors.

SUCH person either male or female, or bodies sole or corporate, that may lawfully grant by deed, may be cognizors in fines (1).

Those that are not admitted to levy fines are, such as infants, women covert, idiots or lunatics; one that is blind, deaf and dumb, one that is doting in old age or wants discretion; or one that is much in drink, or compelled by duress of imprisonment; and it is in some cases left to the discretion of the judges or commissioners whom to admit; for though many of these have the liberty of exception against such a fine, yet it may happen not to be in their power to avoid it; *fieri non debet sed factum valet*.

* Such civil corporations as have an absolute estate in their possessions belonging to their corporations; as a mayor and commonalty, &c., may, together, and with a joint consent, levy a fine of the land belonging to their

(1) A fine may be levied by a feme covert, and it is only voidable by the husband, and not by her after his decease.

corporation, as a single person may 'do, but no one of the corporation, though he be the head thereof; nor any of the members, without the general consent of the corporation, can levy a good fine.

All bishops, deans and chapters, heads and fellows of colleges, and such like, who have any estate of freehold in ecclesiastical lands, in right of their churches, &c., are forbidden and restrained by divers acts of parliament, from levying any fines of their lands belonging unto them.

Also, he that hath an estate tail of the king's gift or provision, cannot levy a good fine of it to bind the king, or to bind the issue in tail. 32 Hen. VIII., 28.

Also a fine levied by the heir that is an intruder upon the king's possession, is void. 1 Hen. VII., 5. 24 Ed. III., 65.

Also fines levied of any land prohibited to be sold by act of parliament, are void. Stat. 32 Hen. VIII., 36 and 28; and he that hath an estate in fee simple in land in the right of his wife, cannot levy a fine without her. *Ibid.*

So that the persons that levy a good fine, must be such as have such an estate in the land as they are not prohibited by any law to levy the fine, otherwise the fine will be void.

But persons who are outlawed, or waived in personal actions only, may levy a fine.

And persons attainted of felony or treason, may levy by fine; and it will be good against them and all others, except the king and the lord of whom the land is held. 17 Ed. III., 52. 17 Ass. pl. a. 1 Hen. VII., 7, 9. Hen. VI., 20. 8 Ass. 25; therefore care ought to be taken how such fines are levied.

A joint-tenant, tenant in common, or partner, may levy a fine of the land so held by him, to a stranger, or to another joint-tenant, tenant in common, or partner. 26 Hen. VIII., 9. Dyer 69, 334. Plow. 338, 378. 4 Ed. IV., 68.

Also tenant in fee simple, in remainder or reversion, tenant for life, it is said, may levy a fine *sur grant and release*, &c. of the lands which he holds for life, to hold to the cognizee for life, of the tenant for life, 44 Ed. III., 36; but if the estate be larger, it is a forfeiture of his estate. 4 Hen. VII., Voy. 30.

And so the law is the same of such fines by tenant in tail, after possibility, tenant in dower, or by the courtesy. 39 Ed. III., 16.

But it seems to be no forfeiture of a rent. 2 Hen. V., 7.

Who may be Cognizees.

ANY person that hath a capacity to take by the grant of a deed, so as to be a good grantee, such a person may be a good cognizee in a fine; so any man or woman, sole or covert, of full age or under age; any mad or lunatic persons, idiot, or a man of unsound memory; and any man in or out of prison, or beyond sea; any person attainted of felony or treason, or outlawed in a personal action; a bastard, a clerk convict, an alien, any of these may be a good cognizee, and take by a fine as well as by a deed, and a fine levied to any such person will be good.

So corporations spiritual and temporal, civil or corporal, may be cognizees in fines, and fines levied to them will be good.*

But before the engrossing of such a fine, there goeth always a writ to the justices of the Common Pleas.

If an infant or a feme covert be to take by fine, he or she need not be examined, as when they are conuzors in a fine. 24 Ed. III., 62. 3 Hen. VI., 41.

Persons who by our law are accounted civilly dead, as monks, friars, and the like, may neither be cognizors nor cognizees in fines, nor will a fine, levied by or to any of them, be good. 22 Ed. IV., 4, 15. Ed. IV., 21. 5 Hen. VII., 25. 19 Hen. VI., 25.

• *By what Names Cognizors and Cognizees may give and take a Fine.*

COGNIZORS and cognizees in fines, ought to be called by their right names of baptism and surname; and if there be two of one name, it is most proper and safe to distinguish them by the distinction of elder or younger, and the like.

But kings, queens, princes, dukes, marquisses, earls, viscounts, or barons, are seldom named by their surname, but by their christian name and dignity.

But knights, esquires, and gentlemen, are called by their christian name, and surname, together with their additions of honour; as A. B., baronet, C. D., knight, E. F., esquire, G. H., gentleman, &c., and the addition of bishop, dean, prebendary, &c., it is said, are rather used out of courtesy than necessity; for the fine may be good without it. 21 Ed. IV., 8. 1 Ass. pl. 11. 7 Hen. IV., 22. 14 Hen. VI., 15. Brownlow 30.

A corporation or fraternity, must be described by the very true name of the corporation, as it is named in the

charter and foundation of it. 11 Hen. IV., 44. 12 Hen. IV., 20. 7 Hen. VI., 27. 37 Hen. VI., 29.

It hath been said, that some small difference in name will not hurt; as Margery for Margaret, Agnes instead of Anne; but yet, a fine levied to A., and Sibel his wife, where her right name was Isabel, was held void. 1 Ass. pl. 11. Bro. 344.

But if a fine be levied by a man and his wife, and the wife is named wrong, it is said, this fine shall bind her by estoppel. Bro. 344, case.

Yet, if a woman hath two husbands living, and with her second acknowledges a fine by his name, this fine it seems is void; but if a woman levy a fine with her right husband, and by a wrong christian name, she cannot avoid such a fine. Bro. Fines, 17. 1 Ass. pl. 7. 7 Hen. IV., 22.

If a feme sole, after the teste of the writ of covenant, and *dedimus potestat*, to take cognizance of a fine of her, and before the day in bank, to record and engross it, marry; yet the fine shall be good, and be recorded by the name she had when sole; but her death at such time will make the fine void.

By what Names the Parcels may pass, and are to be placed.

As we are here to consider by what names the things whereof the fine is to be levied may pass, and how the parcels are to be placed therein, it must be known, that a fine may be levied of all things whereof, either a *præcipe quod reddat*, or *præcipe quod faciat*, or *præcipe quod permittat*, or *præcipe quod tenat* lieth. It may be levied of things ecclesiastical, or temporal, that are inheritable and in *esse*, at the time of the levying the fine.

So a fine may be levied of an honor, manor, island, barony, castle, messuage, cottage, rectory, advowson, vicarage, tithes impropriate, estovers, foldage, corody, office, fishing, warren, fair, mine, view of frank-pledge, waif, stray, mill, loft, cartilage, dove-house, garden, orchard, land, meadow, pasture, wood, chapel, river, chauntiy, parsonage, felons' goods, deodands, hospital, furzes, heath ground, moorish ground, rent, common, hundred, way, ferry, franchise, seignior, reversion, toll, tollage, picage, pontage, acquittal, services, portion of tithes, oblations, and the like.

A fine levied of ancient demesne lands, will not be good. See West. Symb., part 2. stat. 32. Hen. VIII., 7, 8. Co. 145.

Many of these may be granted together in one fine

as fifty messuages, forty tofts, 500 acres of land, and 50s. of free rent, as occasion requires.

So of a dove-house, three gardens 2*l.* 6*s.* 4*d.* rent, and of the rent of four capons, one pound of wax, and the like, all in one fine. 3 Co. 45. 6 Co. 67. 7 Cor. 38.

Demesnes, rents, seigniories, courts, pleas, &c. whereof a manor consisteth, pass by the name of a manor with the appurtenances.

The nature and quality of the things must also be observed, as land, meadow, pasture, &c., and the place where they lie.

The more worthy things must be put first, as a castle before a manor, a manor before a messuage, a messuage before land, arable before meadow. Plow. 168. 7 Hen. VI., 39.

Things general before things special, as before meadow, pasture, wood, heath, marsh, &c. must be placed land, being the *genus* thereto.

So wood must precede elder-wood, willow-wood, &c., as-wood is the *genus* to willow-ground.

For the placing of particulars in a writ of covenant, it is in all things as in a *præcipe quod reddat* of lands.

There is a rule in the register which is set down after this manner:

Messuage, toft, mill, dove-house, garden, land, meadow, pasture, wood, heath-ground, moorish-ground, marsh land, elder-wood, a fishery, suit, priory.

Also entire things must be set before their parts, as of the manor of C., before the moiety of the manor of B., with the appurtenances.

Parts of things excepted, must succeed those things out of which they be excepted, and if there be divers parcels in one writ, that parcel out of which the exception is to be made, ought to be last placed. As thus:

“Of the manor of D., with the appurtenances in C., except one messuage, two acres of land, and the advowson of the church of C. Regist. of Orig. Writs. fol. 6.”

And every thing excepted, ought to be certainly named; but there is no necessity for inserting the words, with the appurtenances, after the thing excepted.

And the exception must always be of such things as will lie in the writ. Regis. Orig. 228, 229, and of such a thing as is comprehended in the writ, after this manner:

“Command A. B., that he justly perform to C. D. the covenant, &c. of one messuage, one cottage, and the moiety of one messuage, and ten acres of land with the appurtenances, except one acre of land in E.”

And then when you come to the concord you say:

“And such is the agreement, that the said A., hath

acknowledged the said tenements with the appurtenances (except before excepted) to be the right," &c.

Also observe, that where the original writ is of many things, they must be expressed thus; suppose it were of a manor, house, rectory, &c.

First, of a manor; secondly, and a rectory; thirdly, moreover of a messuage; for the fourth thing, and also; for the fifth, furthermore; for the sixth, and further; for the seventh, and also; and for the eighth, and moreover; and if there be more, to begin again.

Observe, that certain apt words must be used to express the things to pass by the fine; for a fine levied of a tenement or of an hereditament, or of two tenements, is void; at least, voidable for error, because of the uncertainty and unaptness of the words. 1 Cro. 196. Leon. 188.

For the proper word to express a tenement or hereditament in a fine, is, to call it a messuage, and so two messuages, &c.

One manor may also be a parcel of another manor, and pass by the name of that manor. 20 Ass. pl. 54.

Also a castle, honour, or hundred, may be parcel of a manor, and pass by the name of the manor whereof it is parcel, or it may pass by its own proper name; as of the castle of A., with the appurtenances, or of the honour of A. 1 Ed. III., 4. 2 Ed. III., 36. 20 Ass. pl. 54.

Also the county, town, parish, or hamlet, where the things lie that are intended to pass by the fine, ought to be certainly named; in 2 Crook, 120, *Stock and Foxes* case, it is said, that if there be two towns, *Walton* and *Street*, in the parish of *Street*, and a fine is levied of such lands in *Street*, in this case, the lands of *Walton* will not pass by this fine; *Walton* being a distinct town or village by itself, and although the parish comprehend both, yet in the fine, the lands in *Walton* shall not be said to be comprised, unless *Walton* had been a hamlet of *Street*, and that the fine had been levied of lands in the parish of *Street*, then all would have passed well enough.

If there be divers towns of one name in the same county, it is best to make an addition for distinction.

If a manor extends itself into divers towns, A., B., C., it is the best and safest way to name all the towns, or none of them at all; as, of the manor of S., in A., B., and C., or of the manor of S., with the appurtenances; for if any one of the towns be omitted, none of the manor in that town will pass; but it seems, that if the manor be only named, and not said in what town it doth lie, the fine may be good. 9 Ed. IV., 6.

Also, where divers manors be of one name, with distinction of north and south; as north S., and south S., it is good in all the proceedings of the fine, to express which of the manors are intended to be passed. 1 Cro. 196. Bro. Fines 44, 91.

When a fine is for the presentation of a church only, it must be, of the advowson of the church of S., and not with the appurtenances. And of vicarages endowed, the writ must be, of the advowson of the church of S., and not with the appurtenances. And when the vicarage is not endowed, it must go under the words, of the advowson of the church of S., and parsonages, rectories, advowsons, vicarages, and tithes impropriate, pass not by the words, of the advowson of the church of S., but by this, of the rectory of the church of S. West. Symb. 2 Part.

An advowson will pass the presentation, either to a vicarage or rectory; and then it is by the words, advowson of the rectory or vicarage of the church (as the case is).

High-wood and under-wood, pass by the general name, of wood; as, of twenty acres of wood. West. Symb. 2 Part.

House-boot, hay-boot, and plow-boot, by the name of estovers; as of reasonable estovers in wood, (that is to say), in ten acres of wood, of the said A., in D.

A fishery may pass by the name of a separate fishery in the river of S.

A foliage may pass by the name of the liberty of a foliage and sheep course, with the appurtenances in T.; or, of a free foliage of sheep with the appurtenances in T.; or, of a free fold course.

A chapel or hospital, will pass by the name of a messuage. 13 Ass. 2.

So by the name of a messuage with the appurtenances, a fine may pass a house with a shop, curtilage, garden, orchard; also a dove-house and mill, as parcel thereof. Bract. lib. 5. cap. 28. Sect. 1 Plow. fol. 169, 170, 171.

So by the name of cottage, a toft, a chamber, a cellar, &c., and yet these may also pass alone by their own single names, of a messuage, a curtilage.

Part of an entire thing may pass by the words "Of a moiety or third part, or of two parts in three parts to be divided (as the case is)." So of a moiety of all the tithes of corn and hay, of the lands called B., with the appurtenances in H., or the moiety of an advowson, which is the right of presenting alternately.

So if a messuage and twenty-eight acres of land be parted, the part divided may pass by the name of one

messuage, and ten acres of land, and not of a moiety of a messuage and twenty-eight acres of land.

A fine of a mill is good without describing it, whether it be of a wind-mill, or a water-mill; yet the latter is most usual. 44 Ed. III., fol. 13.

Land may be demanded by a certain number of acres, as of ten acres of land, two acres of meadow, 200 acres of pasture, or by the certain measure of the specific quantity thereof, as of an hide or an acre, a rood, or the perch, or parts thereof.

In like manner, wood, underwood, heath, moorish ground, marsh ground, may be demanded by the number of acres thereof (1). 16 Ass. 9.

Turbary is only the right of digging turf, and may be demanded by the name of moorish ground; rent may be, by the quality of the things to be rendered, with the particular quantity; as ten pounds, ten marks, twelve shillings, sixpence farthing. 21 Ed. III., 44.

(1) That it is usual in fines to comprehend rather more number of acres than are intended to pass; and this will not hurt; for in such case, no more shall pass than what is intended and agreed upon between the parties. Poph. 105.

Manner of passing Fines.

THE persons who have power of taking the acknowledgment of fines are the court of Common Pleas, when two judges are present; the Lord Chief Justice of the court of Common Pleas, who hath power *ex officio* to take the acknowledgment of fines, and to certify the same without any commission, and out of the court. Jenk. Cent. Case 4. Case 28.

The other eleven judges, and in their absence, a serjeant at law, may take the acknowledgment of a fine; but their power is by a *dedimus potestatem*; yet their persons are had in so much esteem, and so great is their integrity in the eye of the law, that the usual practice has always been, for them to take the acknowledgment of the fine without a *dedimus* first made out; after the fine is acknowledged, the party is to sue out a *dedimus*, whereupon they return the *præcipe* and concord, by way of certifying in what manner the fine was acknowledged; so that the *dedimus* is rather to ratify and make complete, what before they had done for expedition sake, and for the ease of the party, *nunc pro tunc*.

Besides the Lord Chief Justice of the court of Common Pleas, the other judges, and serjeants at law, there are other persons who are empowered by a writ of *dedimus potestatem*, directed to them for that purpose; who ought to be men of honesty and integrity, living in that

part of the country where the cognizors dwell; one whereof, it is said, must be a knight; but he is named, but for conformity, for two of the persons therein named, may take the acknowledgment of the fine; and these commissioners who have so taken such acknowledgment, make a return of their authority, with the manner in which they have executed the same.

This writ of *dedimus potestatem* doth suppose, that the parties that are to acknowledge the fine, are not able to travel to *Westminster* to acknowledge the same, and therefore the commissioners are authorized to take the acknowledgment; and this they may take from them altogether at once, or at different times, and in several places, as they please.

If the *dedimus* be to two jointly to do it, one of them in this case ought to do it alone; or if it be to three jointly, two of them ought not to do it; for it will be error: therefore care must be taken concerning their joint and several powers; so if one of the cognizors be one of the commissioners, and he himself take it, it is error. Fitz. N. B. 146, 147. Dyer, 220. 1 Cro. 249.

Stat. 18 Ed. I., called *modus levandi fines*, ordains, that they shall be levied before the justices of the court of Common Pleas, and not elsewhere: so that my Lord Coke says, in his 2 Inst. 515, that a fine cannot be levied to have the force of a fine and concord, by any that hath power to hold pleas, but only before the justices of the court of Common Pleas, or before justices in *eyre* while they stood, and not elsewhere; and therefore the king cannot grant power to hold plea for the levying of fines against this negative statute. [*The form in which they are to be levied*].

How to acknowledge a Fine at the Bar.

You must make your *præcipe* on paper for the clerk of the county to make the writ of covenant, and having received it from him sealed, then write a *præcipe* and concord thereof on parchment, and deliver both to one of the serjeants at the bar, the cognizors being also present; then the serjeant will desire the justices to record the appearance, which being granted, the serjeant says, the king's money. Then answereth the second prothonotary or his clerk, What will he give? Then the serjeant will answer thus, What he pleases to have? Then the second prothonotary, or his clerk answereth again, Draw the agreement. Then the serjeant will say, With your leave, or May it please you, the agreement is such, (to-wit), reciting the substance of the concord with relation to the lands in the *præcipe*; and

after that, if any of the cognizors be feme covert or married woman, the serjeant will direct her to go up to the puisne judge at the bench, to be examined of her consent to part with her right in the land, whether she doth it freely or by compulsion; and then the judge taketh the concord in parchment, and examineth her privately apart, whether she voluntarily, and without any compulsion, is willing to pass that fine; and that done, it is delivered to the prothonotary to be recorded. This was the ancient method, but now part of this ceremony is omitted, as to the serjeant's reciting the caption.

After it is recorded you must pay the fees of the court, and then take the *præcipe* and concord, and annex thereto the writ of covenant, and pass it through the several offices, as is hereafter directed.

Of the Acknowledgment of a Fine before the Lord Chief Justice.

THE method of suing out a fine to be taken before the Lord Chief Justice, is thus, viz. you first draw your *præcipe* and concord in this form, and engross the same on paper to be acknowledged, which the parties must sign; and, for expedition's sake, engross a duplicate thereof on parchment, which the parties need not sign.

Devonshire. Command J. S. that he justly and without delay, perform to R. R., the covenant made between them, of one messuage, two gardens, twenty acres of land, ten acres of meadow, and ten acres of pasture, with the appurtenances, in _____, and unless, &c.

And the agreement is such, (to wit), that the said J. hath acknowledged the said tenements, with the appurtenances, to be the right of him the said R., as those which the said R. hath of the gift of the said J., and those he hath remised and quit-claimed from him and his heirs, to the said J. and his heirs for ever. And moreover, the said J. hath granted for himself and his heirs, that they will warrant to the said R. and his heirs, the tenements aforesaid, with the appurtenances, against him the said J. and his heirs (1). And for this, &c.

You must also write the caption underneath the concord.

Taken and acknowledged, at, &c., the _____ day of _____ in the _____ year of our Lord 1826.

(1) These words against the said J. and his heirs, signify, that they will warrant the said tenements against any claim to the same, to be made by the said J. and his heirs: and the meaning of these words, and to this, &c., is, that for the acknowledgment of this fine, a sum of _____ pence, (which is supposed to be the consideration of the agreement) is to be conveyed by the conveyer, in true sterling money.

And the cognizor or cognizors, must subscribe his or their name or names underneath the paper concord, towards the right hand, thus :

T. V.

S. V.

R. N.

When the fine is thus acknowledged, you carry the *præcipe* and concord to the cursitor of the proper county, who makes you out a writ of covenant in this form :

George the Third, by the grace of God, king of Great Britain and Ireland, defender of the faith, &c. To the sheriff of greeting. Command J. S., that, justly and without delay, he perform the covenant with R. R., made between them, of one messuage, two gardens, twenty acres of land, ten acres of meadow, and ten acres of pasture, with the appurtenances, in and unless he shall do so, and the said R. R. shall give security that his suit shall be prosecuted, then summon by good summoners, the said J. that he be before our justices at *Westminster*, on the octave of *St. Hilary*, to shew wherefore he will not. And have you there the summoners and this writ. Witness ourself at *Westminster*, on the day of in the year of our reign.

When you have got this writ from the cursitor, you carry it to the *Alienation Office* and give it to the commissioners, and they will compound it for you ; that is, they will set, with a mark on the back of it, what fine you shall pay to the king for leave to alienate those lands, and then you pay the money to the receiver, which when done, you leave it at the *Alienation Office* to be passed there, by entering the names, parcels, &c., in the books kept for that purpose ; and then the clerk of that office gets the proper hands indorsed thereon, which must be signed by two of the commissioners, and so likewise indorsed by the proper officer for that purpose.

And observe, if it be in term time, the commissioners sit at the *Alienation Office* from nine till ten in the morning, to compound the writs of entry and covenant, and for one week after every term ; but if it be in the vacation, you must then go to their houses or lodgings, and get it compounded, and carry it afterwards with the composition money to be entered with Mr. the receiver of the king's fines.

After having passed your writ of covenant at the *Alienation Office*, you get it returned with the proper officer for that purpose, who returns the names of the pledges that were given for the prosecution of the suit,

and of the summoners that were supposed to have summoned the *deforciant*, for which you pay 1s. 6d.

Your writ being thus returned, you carry it to the clerk of the warrants and enrolments, and there file your warrants of attorney for the plaintiff in this manner:

Devonshire. J. S. puts in his stead, R. M., his attorney, to prosecute a writ of covenant against R. R., of lands and tenements in in the county aforesaid.

When this is done, you annex the *dedimus*, (if any), and the caption to the writ of covenant, and carry the same to the *custos brevium* office, and they make an entry of the plaintiff and deforciant's names, and of the place where the lands lie, in their books kept for that purpose; for which you pay and if it be after the-essoign-day of another term, you pay more; and so a term for a *post terminum* of every term.

When your fine is past at that office, the next place you carry it to, is to the *King's Silver Office*; and there they make an entry of the writ of covenant, the day of the caption, the fine to the king, &c., and deliver duplicates of their entries to the clerk of the warrants and enrolments, in order for him to enter the same upon estreat rolls, which are by the puisne judge of the Common Pleas, accompanied by the said clerk of the warrants carried up into the Exchequer, in order for process to be made out to the several sheriffs of the respective counties where the lands lie, to collect or levy the post fines.

When your fine has passed the *King's Silver Office*, you must carry it to the chirographer, and pay for the same in term-time, ; in the next vacation, ; and if it be of another term, you pay there more for a *post terminum*; and he delivers your fine to the proper clerk of the county where the lands lie, who makes you out a pair of indentures thereon; for which you pay him according to their length.

The manner of acknowledging a Fine before Commissioners.

MAKE a copy of the *præcipe* on paper with the commissioners' names underwritten, and deliver the same to the cursitor of the county, who will thereby make out your *dedimus potestatem* and get it sealed for you.

Then deliver the *dedimus potestatem* under seal, to the commissioners, with the *præcipe* and *concord* engrossed on parchment.

The commissioners ought to take care that they know

the cognizors, and their fitness and capacity to be so; and if husband and wife be cognizors, she is to be examined solely and apart, whether she does it of her own free will, or by threats or compulsion.

The acknowledgment being taken, the commissioners must return the *dedimus potestatem* thus:

“The execution of this commission, appears in a certain schedule hereunto annexed.”

And then fixing the concord *to the back of the dedimus, the commissioners must set their hands to the caption, and also to the dedimus under the return thereof.*

The caption also must be entered under the concord, and the commissioners names subscribed thus (1):

Taken and acknowledged by the above-named A. B. and C. his wife, at, &c., the day of in the year of our Lord 1826, before us,

L. M.

N. O.

Your *dedimus* being returned, carry it to the cursitor of the proper county, and he will make the writ of covenant; and then pass the fine as before is directed (2).

(1) That one of the commissioners, or some other person who saw the fine duly taken, must make oath thereof, before a judge of the Common Pleas, whose clerk thereupon writes an *allocatur*, which is signed by the judge, viz.

Upon the oath of A. B., gentleman, (one of the commissioners), of the due execution of this fine. Let it pass.

C. D.

(2) The commissioners are to return their *dedimus* with the concord annexed, within one year next after the taking the same conveyance at farthest, and if they refuse to return or certify this, the party aggrieved by it, may, by a writ called *cognitiombus admittendis*, or a *certiorari*, compel that commissioner that hath it in his custody, or his executor or administrator, if he be dead, to certify it. Stat. 23. El. cap. 3, Dyer, 220, 246, 320. Fitz. U. B. 147. Co. 5. 30.

The Form of a Fine Sur Conuizance de Droit come cco, &c.

Surrey. (to wit). COMMAND A. B. that he justly and without delay, perform to C. D., the covenant made between them of one messuage, one cottage, and ten acres of pasture, with the appurtenances, in . And unless, &c.

AND the agreement is such, (that is to say), that the said A. hath acknowledged the said tenements, with the appurtenances, to be the right of the said C., as that which the said C. hath of the gift of the said A., and those he hath remised and quit-claimed, from him and his heirs, to the aforesaid B. and his heirs for ever. And

FINES AND RECOVERIES.

moreover, the said A. hath granted for himself and his heirs, that they will warrant to the said B. and his heirs, the said tenements, with the appurtenances, against the said A. and his heirs for ever. And for this, &c.

The Form of a Fine Sur Done Grant and Render, otherwise called a double Fine.

Middlesex. (to wit). COMMAND A. B., that justly and without delay, he perform to C. D., the covenant made between them, of the manor of with the appurtenances, &c. And unless, &c.

AND the agreement is such, (to wit), that the said A. hath acknowledged the said manor, with the appurtenances, to be the right of him the said C., as that which the said C. hath of the gift of the said A., and that he hath remised and quit-claimed, from him the said A. and his heirs, to the said C. and his heirs; and moreover, the said A. hath granted for himself and his heirs, that they will warrant to the said C. and his heirs, the aforesaid manor, with the appurtenances, against the said A. and his heirs for ever. And for this acknowledgment, remise, quit-claim, warranty, fine, and agreement, the said C. hath granted to the said A. and his heirs, the annual rent of 10*l.* issuing out of the said manor, with the appurtenances; and that he hath rendered to him, &c., for him the said A. and his heirs, to have and receive the said rent, at the feasts of the Annunciation of the blessed Virgin Mary, and Saint Michael the Archangel, by even and equal portions to be paid yearly for ever. And if it shall happen that the said rent of 10*l.* be in arrear in part, or in all, after any of the said feasts whereupon it ought to be paid, that then it shall and may be lawful for the said A. and his heirs, to enter into the said manor, with the appurtenances, and distrain and lawfully to carry and drive away, and retain in his own possession, the distress thereto taken and had, until the said rent of 10*l.*, with the arrears thereof, if any be, shall be fully paid and satisfied.

The Form of a Fine Sur Connuzance de Droit tantum.

Middlesex. (to wit). COMMAND A. B. and C. his wife, that they justly perform to C. D., the covenant made between them, of the third part of three messuages, three tofts, three gardens, two hundred acres of land, sixty acres of meadow, and one hundred acres of pasture,

with the appurtenances, in and . And unless, &c.

AND the agreement is such, (to wit), that the said A. and C., have acknowledged the said third part, with the appurtenances, to be the right of the said D., and have granted that the said third part, with the appurtenances, (which J. R., widow, at the day when this agreement was made, holds for the term of her life), of the inheritance of the said C., and which after the death of the said J. R., ought to revert to the said A. and C., immediately after the death of the said J. R., shall remain to the said D. and his heirs for ever; to hold, &c. And moreover, the said A. and C., have granted for themselves and the heirs of the said C., that they will warrant to the said D. and his heirs, the said third part with the appurtenances, (as aforesaid), against them the said A. and C., and the heirs of the said C. for ever. And for this, &c.

A Lease for Years, by a Fine sur Concessit.

Surrey. (to wit). COMMAND T. B., that he justly, &c., perform to G. R. the covenant made between them, of one messuage, and twenty-four acres of land, with the appurtenances, in D. And unless, &c.

AND the agreement is such, (that is to say), or (to wit), that the said T. hath granted to the said G., the said tenements with the appurtenances, to have and to hold to the said G., from the feast of Saint Michael the Archangel last past, until the full end and term of twenty-one years, from thence next ensuing, and fully to be complete and ended; yielding therefore yearly, during the said whole term, to the said E. and his heirs, ten pounds of lawful money of *Great Britain*, to be paid at the feasts of the Annunciation of the blessed Virgin Mary, and Saint Michael the Archangel, by even and equal portions. And if it shall happen, the said rent to be in arrear and unpaid in part, or in all, after any of the said feasts, then it shall be lawful for the said T. and his heirs, to enter into the said tenements, with the appurtenances, and distrain, and to drive and carry away the distress there taken, and retain the same until they shall be fully paid and satisfied of the said rent, and the arrears of the same. And furthermore, the said T. and his heirs, warrant to the said G., the said tenements with the appurtenances, against the said T. and his heirs, during the said whole term. And for this, &c.

Taken and acknowledged, &c.

A Fine from a Man and his Wife to one, of a Manor, Land, Meadow, and Pasture, upon a Grant for ninety-nine Years, without Impeachment of Waste, rendering a Pepper-Corn, with Warranty against the Heirs of the Husband.

Surrey. (to wit). COMMAND A. B. and M. his wife, that they justly, &c., perform to G. B. esq., the covenant made between them, of the manor of _____ with the appurtenances; and 200 acres of land, 300 acres of meadow, and 200 acres of pasture, with the appurtenances, in _____ And unless, &c.

AND the agreement is such, (that is to say), that the said R. and M. his wife, hath granted to the said E., the said manor and tenements, with the appurtenances, to have and to hold, to the said E., from the feast of Saint Michael the Archangel, last past, until the end of the term of ninety-nine years from thence next ensuing, and fully to be complete and ended, without impeachment of waste; yielding therefore yearly, to the said R. and M., and the heirs of the said R., a pepper-corn, at the feast of the nativity of Saint John the Baptist, (if demanded). And they the said R. and M., and the heirs of the said R., warrant to the said E., the said manor and tenements, with the appurtenances, (as aforesaid), against them the said R. and M., and the heirs of the said R., during the term aforesaid. And for this, &c.

Taken and acknowledged, (as above).

A Fine sur Concessit from two Cognizors to one Cognizee, of divers Manors, Tenements, and of Common of Pasture, and a Rectory, to hold to the Cognizee for sixty Years, if the Cognizors, or either of them so long live; without Impeachment of Waste; rendering the yearly Rent of a Pepper-Corn, (if demanded.)

Surrey. (to wit). COMMAND R. R., baronet, and S. his wife, that they justly, &c., perform to T. Y. the covenant made between them, of the manor of P. L. L. H. S. W. B. B. E., otherwise E., otherwise W. B., and H., with the appurtenances; and of thirty messuages, three mills, three gardens, thirty orchards, 800 acres of land, 100 acres of meadow, 200 acres of pasture, 100 acres of wood, 100 acres of furze and heath, and common of pasture, with the appurtenances, in _____ (so naming all the rest of the places where the lands lie),

and also of the rectory of with the appurtenances. And unless, &c.

AND the agreement is such, (that is to say), that the said R. and R., have granted to the said T. the said manors, tenements, common of pasture, and rectory, with the appurtenances, to have and to hold to the said T., from the feast of the birth of our Lord Christ last past, until the end of the term of sixty years from thence next ensuing, and fully to be complete and ended, if they the said R. and R., or either of them, shall so long live, without any impeachment by reason of any waste; yielding and paying therefore yearly, to the said R. and R., one grain of pepper, at the feast of Saint Michael the Archangel, in every year during the continuance of the whole term aforesaid, if demanded, and if the said R. and R., or either of them, shall so long live; and the said R. and R. and the heirs of the said R. (the husband), will warrant to the said T., the said manors, tenements, common of pasture, and rectory, with the appurtenances as aforesaid, during the said whole term, if the said R. and R., or either of them shall so long live. And for this, &c.

Taken and acknowledged, (as above).

A Fine sur Concessit from Husband and Wife, Cognizors, to one Cognizee, of an annual Rent of six Pounds and a Mark, issuing out of several Messuages in London, for a term of ninety-nine Years, if the Wife shall so long live.

London. (to wit). COMMAND W. P. and E. his wife, that they justly, &c., perform to R. S., esq., the covenant made between them, of an annual rent of 6*l.* 13*s.* 4*d.*, issuing out of four messuages, with the appurtenances, in the parish of St. John the Evangelist. And unless, &c.

AND the agreement is such, (that is to say), that they the said W. and E., have granted to the said R., the said rent, to have and receive the same, to the said R., from the feast of St. Michael the Archangel, last past, until the end of the term of ninety-nine years from thence next ensuing, and fully to be complete, (if the said E. shall so long live). And the said W. and E. warrant to the said R. the said rent, (as aforesaid), against the said W. and E., during the whole term aforesaid, (if the said E. shall so long live). And for this, &c.

Taken and acknowledged, (as above).

A Fine sur Conuzance de Droit from one to two.

AND the agreement is such, (that is to say), that the said A. hath acknowledged the said tenements and common of pasture, with the appurtenances, to be the right of the said H., as those which the said H. and R. have of the gift of the said A., and those he hath released and quit-claimed, from him and his heirs, to the said H. and R., and the heirs of the said H., for ever. And moreover, the said A. hath granted for himself and his heirs, that they will warrant to the said H. and R., and the heirs of the said H., the said tenements and common of pasture, with the appurtenances, against the said A. and his heirs for ever. And for this, &c.

By two to two, with a Warranty against the Conuzors and the Heirs of one, to the Cognizees and the Heirs of one.

AND the agreement is such, (that is to say), that the said T. and W., (the conuzors), have acknowledged the said manor, tenements, rents and commons, with the appurtenances, to be the right of the said P.; as those which they the said P. and S., (the cognizees); have of the gift of the said T. and W., and these they have remised and quit-claimed, from them the said T. and W., and the heirs of T., to the said P. and S., and the heirs of the said P. for ever. And moreover, the said T. and W., have granted for themselves and the heirs of the said T., that they will warrant to the said P. and S., and the heirs of the said P., the said manor, tenements, rent and common, with the appurtenances, against the said T. and W., and the heirs of the said T. for ever.

Concord from a Man and his Wife, whether Husband's or Wife's Lands.

Shropshire. (to wit). COMMAND A. B., and C. his wife, that justly and without delay, they perform E. F. the covenant made between them of six messuages, six barns, 100 acres of land, forty acres of meadow, forty acres of pasture, twenty acres of wood, with the appurtenances, and common of pasture, with the appurtenances, in B. And unless, and so forth.

AND THE AGREEMENT is such, to wit, that the said A. B., and C. his wife, have acknowledged the aforesaid tenements, with the appurtenances, to be the right of him the said E. F., as those which the said E. hath of the gift of the said A. and C.; and those they have remised and quit-claimed, from them the said A. and C.,

and the heirs of the said A., (or if the estate is *in right of wife*), say, and the heirs of the said C., (as the case is), to the aforesaid E. F., and his heirs for ever. And moreover, the said A. and C., have granted for them and the heirs of the said , that they will warrant to the aforesaid E. and his heirs, the aforesaid tenements, with the appurtenances, against them the said A. and C. his wife, and the heirs of the said for ever. And for this and so forth.

Taken and acknowledged by the above-named A. B., and C. his wife, at L., in the county of M., this day of 1825, before us.

A. B.

C. B.

Concord from two Persons and their Wives, of different Premises.

Shropshire. (to wit). COMMAND A. B., and C. his wife, D. E. and F. his wife, that justly, &c., they render to G. H. the covenant, &c., of four messuages, four barns, four stables, four gardens, four orchards, 100 acres of land; twenty acres of meadow, forty acres of pasture, twenty acres of wood, with common of pasture for all manner of cattle, with the appurtenances, in N. And unless, &c.

AND THE AGREEMENT is such, (to wit), that the said A. and C. his wife, D. E. and F. his wife, have acknowledged the aforesaid tenements, with the appurtenances, to be the right of him the said G.; as those which the said G., hath of the gift of the said A. and C., and D. and E., and those they have remised and quit-claimed from them the said A. and C., and D. and E., and their heirs for ever. And moreover, the said A. and C., have granted for themselves and the heirs of the said that they will warrant to the aforesaid G. and his heirs, two messuages, two barns, two stables, two gardens, with the appurtenances, parcel of the aforesaid tenements in N., against them the said A. and C., and the heirs of the said for ever. And further, the said D. and E., have granted for themselves and the heirs of the said that they will warrant to the aforesaid G. and his heirs, two messuages, two barns, stables, two gardens, four orchards, 100 acres of land, twenty acres of meadow, forty acres of pasture, twenty acres of wood, with common of pasture for all manner of cattle, with the appurtenances, in N. aforesaid, against them the said D. and E., and the heirs of the said , for ever. And for this, &c.

Concord of a Fine sur Concessit, of a Messuage, &c., devised to a Man and his Wife and the survivor of them, and the Heirs of the Survivor.

AND THE AGREEMENT is such, (to wit), that the aforesaid T. C., and S. his wife, have granted the tenements, with the appurtenances and tithes aforesaid, to the said W. P.; to have and to hold the tenements with the appurtenances and tithes aforesaid, unto the said W. S.; for and during the term of ninety-nine years, from the feast of the annunciation of the blessed Virgin Mary, now last past; if the said T. C. and S. his wife, or the survivors of them, shall so long yielding and paying unto the said T. C. and S. his wife, or the survivor of them, one pepper-corn at the feast aforesaid, during the term aforesaid, (if demanded); and the aforesaid T. and S., will warrant to the aforesaid W. S., the aforesaid tenements, with the appurtenances and tithes aforesaid, against them the said T. and S. during the whole term aforesaid, if the said T. C. and S. his wife, shall so long live. And for this, &c.

Concord of a Fine sur Cognizance de Droit Tantum.

AND the agreement is such, (to wit), that the aforesaid B. and C. have acknowledged the tenements aforesaid, to be the right of the said A., and they have granted that the same tenements which E. F., on the day of the date of this agreement, holds for and during the term of her life in the inheritance of the said C., and which after the decease of the said E., ought to revert to the aforesaid C. and her heirs, shall immediately after the decease of the said E., wholly remain to the said A. and his heirs for ever. And moreover, the said B. and C., have granted for themselves and the heirs of the said C., that they will warrant the tenements aforesaid, to the said A. and his heirs, against them the said B. and C., and the heirs of the said C. for ever. And for this, &c.

A Fine sur Concessit for ninety-nine Years, if the Wife of the first Cognizor so long live, of a Manor, Borough, Messuages, Tofts, Mills, Gardens, Land, Meadow, Pasture, Wood, Furze and Heath, Rent, Common of Pasture for all Cattle, a Rectory, and the Advowson of a Church.

Surrey. COMMAND Sir R. H., knt., and H. his wife, J. M., esq., and R. C., esq., that they justly, &c.,

perform to J. W., gent., the covenant made between them; of the manor of W. B., otherwise W. V., with the appurtenances; and of the borough of W. B., otherwise O. W.; and also of 200 messuages, forty tofts, two mills, two gardens, 1000 acres of land, 1000 acres of meadow, 1000 acres of pasture, 1000 acres of wood, 1800 acres of furze and heath, rent of 10*l.* 19*s.* 9½*d.*, and common of pasture for all cattle, with the appurtenances, in W. B., &c., (naming the places), and also the rectory of W. B., otherwise O. W., with the appurtenances; and the advowson of the church of W. B., otherwise O. W. And unless, &c.

And the agreement is such, (that is to say), that the said R. H., and H. J., and R. C., have granted to the said J. W., the said manor, borough, tenements, rent, common of pasture, and rectory, with the appurtenances, and the advowson aforesaid, to have and to hold, to the said J. W., from the feast of the Nativity last past, until the end of the term of ninety-nine years from thence next ensuing, and fully to be complete, if the said H. shall so long live; yielding and paying therefore, to J. M. and R. C., the yearly rent of a pepper-corn, at the feast of St. Michael the Archangel, in every year during the said term, (if required), if the said H. shall so long live. And the said R. H., and H., and the heirs of the said R., warrant to the said J. W., the said manor, &c., [*here again naming the parcels as aforesaid*], during the said term, if the said H. shall so long live. And the said J. M.; his heirs, warrant to the said J. W., the said manor, &c., [*here again naming the parcels*], during the said term, if the said H. shall so long live. And lastly, the said J. C. warrant to the said J. W., the manor, &c. [*here again naming the parcels as aforesaid*] during the said term, if the said H. shall so long live. And for this, and so forth.

Taken and acknowledged, &c.

A Writ of Covenant of Common.

COMMAND, &c., of the three messuages, &c., with the appurtenances, in and of a common of pasture for 400 sheep, with the appurtenances in in the parish of ; And unless, &c.

Of Land, and Sheep Walk.

COMMAND, &c., of one messuage, one cottage, one garden, &c. and a rent of *l.* with the appurte-

nances in F., also of the liberty of foldage, and of sheep walk, with the appurtenances, in F. Unless, &c.

Of Woods and Foldage.

COMMAND, &c., of 100 acres of wood, and the liberty of foldage for forty sheep, with the appurtenance in it, and S. And unless, &c.

Of Wood.

COMMAND, &c., of, and three roods of wood, &c., in the parishes of and &c.

Of two Parts in three Parts to be divided.

COMMAND, &c., of two third parts in three parts to be divided, of eight acres of land, forty acres of pasture, forty acres of fresh and moorish land, with the appurtenance, in &c. And unless, &c.

Of a Parsonage Improprate, and of the Moiety of the Tithes.

COMMAND, &c., of the rectory improprate of with the appurtenances; and of the moiety of all the tithes of corn, grain, and hay, arising, growing, or remaining, in aforesaid, to the said rectory, belonging, &c. And unless, &c.

Of a Manor, Rent, Free-Foldage for Sheep, and a Hundred.

COMMAND, &c., of the hundred of, and the manor of, &c., and a rent of s. and of a free-foldage, with the appurtenances, in And unless, &c.

A Writ of Covenant, of three Parts, of four Messuages, four Cottages, &c. and of the third Part of the Rectory of the Church of

COMMAND W. S., that he perform to C. D., the covenant made between them, of three fourth parts of four messuages, four cottages, one mill, ten gardens, ten orchards, 200 acres of arable land, 200 acres of meadow, 200 acres of pasture, thirty acres of moor, thirty acres of turbary, with the appurtenances, in A., B., C., D., and of the third part of the view of frankpledge, of the goods and chattels of waifs, of fugitives

put in exigent, felons *de se*, *decodands*, treasure trove, estrays, with the appurtenances, in M., &c., also of the third part of the rectory of the church of K., with the appurtenances. And unless, &c.

A Fine sur Cognizance de Droit come ceo, &c., by one or to one of a Messuage and Lands.

Surrey. COMMAND A. B., that he justly, &c., perform to C. D., the covenant made between them, of one messuage, two gardens, twenty acres of land, ten acres of meadow, and ten acres of pasture, with the appurtenances in S. And unless, &c.

And the agreement is such, (that is to say), that the said A. hath acknowledged the said tenements, with the appurtenances, to be the right of the said C., as those which the said C. hath of the gift of the said A., and those he hath remised and quit-claimed, from himself and his heirs, to the said C. and his heirs for ever. AND MOREOVER, the said A. hath granted for himself and his heirs, that they will warrant to the said C. and his heirs, the said tenements with the appurtenances, against the said A. and his heirs for ever. And unless, &c.

By one to two, of Messuages, Lands, and Common of Pasture.

Surrey. COMMAND A. B., that he justly, &c., perform to C. D., or E. T., the covenant made between them of two messuages, five gardens, 100 acres of land, and 200 acres of wood, and common of pasture for all cattle, with the appurtenances, in M. and B. And unless, &c.

And the agreement is such, (that is to say), that the said A. hath acknowledged the said tenements and common of pasture, with the appurtenances, to be the right of the said C., as those which the said C. and D. have of the gift of the said A., and those he hath remised and quit-claimed, from him and his heirs, and to the said C. and E., and the heirs of the said C. for ever. AND MOREOVER, the said A., hath granted for himself and his heirs, that they will warrant to the said C. and E., and the heirs of the said C., the said tenements and common of pasture, with the appurtenances, against the said A. and his heirs for ever. And for this, &c.

By two to two, of a Manor, Lands, Rent and Common, with a Warranty against the Cognizor and the Heirs of one, to the Cognizee and the Heirs of one.

Surrey. (to wit). COMMAND A. B., and C. D., that they justly, &c., perform to E. F., and G. H., the covenant made between them, of the manor of _____ with the appurtenances; and of seven messuages, &c., [mentioning the other lands], with the appurtenances in D., C., O. And unless, &c.

And the agreement is such, (that is to say), that they the said A. and C., have acknowledged the said manor, tenements, rents and common, with the appurtenances, to be the right of the said E., as those which the said E. and G. have of the gift of the aforesaid A. and C., and those they have remised and quit-claimed, from them the said A. and C. and their heirs, to the said E. and G., and the heirs of the said E. for ever. AND MOREOVER, they the said A. and C., have granted for themselves and the heirs of the said A., that they will warrant to the said A. and C.; and to the heirs of the said A., the said manor, tenements, rent, and common of pasture, with the appurtenances, against the said A. and C., and the heirs of the said A. for ever. And for this, &c.

By the Husband and Wife, of the Wife's Land.

Surrey. (to wit). COMMAND A. B., and C. his wife, that they justly, &c., perform to D. E., the covenant made between them, of one messuage, with the appurtenances, in _____. And unless, &c.

And the agreement is such, (to wit), that the said A. and C., have acknowledged the said messuages with the appurtenances, to be the right of the said D., as those which the said D. hath of the gift of the said A. and C., and they have remised and quit-claimed it, from them the said A. and C., and the heirs of the said C. for ever, to the aforesaid D. and his heirs for ever. AND MOREOVER, that the said A. and C. have granted for themselves and the heirs of the said C., that they will warrant to the said D. and his heirs, the said messuage, with the appurtenances, against the said A. and C., and the heirs of the said C. for ever. And for this, &c.

A Release by Fine, by one to two.

Surrey. (to wit). COMMAND W. W., that he justly, &c., perform to L., and A. P., the covenant made between

them, of six messuages, &c., with the appurtenances in C., W., and E., &c. And unless, &c.

And the agreement is such, (that is to say), that the said W. hath acknowledged the said tenements, with the appurtenances, to be the right of the said L., as those which the said L. and A. have of the gift of the said W., and those he hath remised and quit-claimed, from him and his heirs, to the said L. and A., and the heirs of the said L. for ever. AND FURTHER, the said W. hath granted for himself, and his heirs, that they will warrant to the said L. and A., and the heirs of him the said L., the said tenements with the appurtenances, against the said W. and his heirs for ever. And for this, &c.

A Fine sdr Cognizance de Droit by the Husband and Wife to two.

Surrey. (to wit). COMMAND J. T., and A. his wife, that they justly, &c., perform to W. R. and R. D., the covenant made between them, of the four messuages, four tofts, forty acres of arable land, twenty acres of meadow, 120 acres of pasture, and ^{ss} s. and d. rent, with the appurtenances in S. And unless, &c.

And the agreement is such, (that is to say), that the said J. and A., have acknowledged the said tenements with the appurtenances, to be the right of him the said W., as those which the said W. and R. have of the gift of the aforesaid J. and A., and those they have remised and quit-claimed, from the said J. and A., and the heirs of him the said J., to the said W. and R., and the heirs of the said W. for ever. AND MOREOVER, the said J. and A., have granted for themselves and the heirs of the said J., that they will warrant to the aforesaid W. and R., and the heirs of the said W., the said tenements, with the appurtenances, against the said J. and A., and the heirs of him the said J. for ever. And for this acknowledgment, remise, quit-claim, warranty, fine and agreement, the same W. and R. have given to the aforesaid J. and A. - l. sterling.

A Fine for Conuzance de Droit come ceo, &c. from C. D., Husband and Wife, to A. B., with two several Warranties. 1. By the Husband against him and his Heirs. 2. By the Husband and Wife, against the Heirs of the Wife.

Surrey. COMMAND T. P., and J. his wife, that they justly, &c., perform to A. B., the covenant made between them, of ten acres of land, in the town of
And unless, &c.

And the agreement is such, (to wit), that they the said T. and J., have acknowledged the said tenements, with the appurtenances, to be the right of the said A., as those which the said A. hath of the gift of the said T. P. and J., and they have remised and quit-claimed the same, from them the said T. P., and their heirs, to the said A. and his heirs for ever. AND MOREOVER, the said T. hath granted for himself and his heirs, that they will warrant to the said A. and his heirs, the said tenements, with the appurtenances, against him the said T. and his heirs for ever. AND FURTHER, the said T. and J., have granted for themselves, and the heirs of the said J., that they will warrant to the said A. and his heirs, the said tenements, with the appurtenances, against the said T. and J., and the heirs of the said J. for ever. And for this, &c.

Of divers Honors, Castles, Manors, Parks; several Messuages, Cottages, and a great Variety of Parcels placed in their proper Order.

Surrey. (to wit). COMMAND Sir E. S., bart., and A. his wife, and E. S., esq., son and heir apparent to the said E., and M. his wife, and E. S., that they justly, &c., perform to R. E., gent., and G. L., gent., the covenant made between them, of the honors of T. B.; and P., with the appurtenances, and of the castles T. B., and P., with the appurtenances; moreover of the parks of T. B., and P., with the appurtenances; and also of ninety messuages, forty cottages, five mills, two dove-houses, 1200 acres of land, 500 acres of meadow, 1800 acres of pasture, 200 acres of wood-land, 1400 acres of furze and heath, 100 acres of marsh-land, a rent of 20*l.*, common of pasture, view of frankpledge, and whatsoever belongs to the view of frankpledge; a knight's fee, wards, marriages, escheats, goods and chattels of waifs, estrays; goods and chattels of felons, fugitives, outlaws, persons tainted, felons of themselves; deodands, treasure, fairs, markets, wrecks of the sea, and free warren, with the appurtenances in T. N., [*mentioning the towns and places where the lands lie, &c.*], and of a free fishery in the waters of D. H., and T. Moreover, of the advowson of the church of D. P., and also of a moiety of the manor of H., otherwise H., with the appurtenances. escheats, goods and chattels of waifs, estrays, of the goods and chattels of felons, fugitives, outlaws, persons attainted; of the fairs, markets, wrecks of the sea, and of a free warren, with the appurtenances in H., otherwise H. And of a fourth part of the hundred of H. with the

appurtenances And also of the eighth-part of a barn, with the appurtenances, in D. And unless, &c.

Surrey. (to wit). COMMAND the same persons, that they justly, and without delay, perform to the same persons, the covenant made between them, of the manor of with the appurtenances, and of fifty-five messuages, eighteen cottages, two corn-mills, one dove-house, seventy orchards, 400 acres of land, 100 acres of meadow, 600 acres of pasture, 400 acres of underwood, 500 acres of furze and heath, and a rent of 60s. with the appurtenances, in And unless, &c.

Surrey. (to wit). COMMAND the same persons, that they justly, and without delay, perform to the same persons the covenant made between them, of 800 acres of land, twenty acres of pasture, and twenty acres of furze and heath, with the appurtenances, in and And unless, &c.

And the agreement is such, (that is to say), that the said E. and A. E., and M. and E., have acknowledged the said honors, castles, manors, parks, tenements, rents, common of pasture, view of frankpledge, escheats, goods and chattels of waifs, estrays, goods and chattels of felons, fugitives, outlaws, attaints, murderers of themselves, deodands, treasure, fairs, markets, wreck of the sea, warren, fishery, the moiety and parts with the appurtenances, and the said advowson, to be the right of the said R., as those which the said R. and G., have of the gift of the said E., and A. E., and M. and E.; and they have remised and for ever quit-claimed the same, from them the said E. and A. E., and M. and E., and their heirs, to the said R. and G., and their heirs. AND MOREOVER, the said Sir E. S., and A. have granted for themselves and the heirs of the said E., that they will warrant to the said R. and G., and to the heirs of the said R., the honors, castles, manors, parks, tenements, rents, common of pasture, view of frankpledge, escheats, goods and chattels of waifs, estrays, goods and chattels of felons, fugitives, outlaws, attaints, murderers of themselves, deodands, treasure, fairs, markets, wreck of the sea, warren, fishery, the moiety and parts with the appurtenances, and the said advowson, against them the said E. and A., and the heirs of the said E. for ever. AND FURTHER, the said Sir E. S., bart., and M., have granted for themselves, and the heirs of the said E., that they will warrant to the said R. and G., and the heirs of the said R., the said honors, &c., [*here again reciting the parcels*], against them the said E. and M., and the heirs of the said E. AND FURTHERMORE, the said E. hath granted for herself and her heirs, that they will warrant to the said R. and G., and

the heirs of the said R., the said honors, &c., [*here again reciting the parcels*], against her the said E., and her heirs for ever. And for this, &c.

Taken and acknowledged, &c.

Of a Manor, Grange, divers Messuages, Cottages, severāl Quantities of Land; Meadow, Pasture, Furze and Heath, from five Cognizors, the four last being two Husbānds and their Wives, with Warranty by the first Cognizor against him and his Heirs, and against the other four Cognizors, and the Heirs of the Father of the two first Cognizors, and against all Persons claiming by them, or any of them. 2. A Warranty against the second and third Cognizors, and the Heirs of the Husband, and all the other Persons named in the first Warrant. 3. A Warranty against the two last Cognizors, and the Heirs of the Husband only.

Surrey. (to wit). COMMAND J. C., gent., J. C., gent., and M. his wife, and R. B., gent., and E. his wife, that they justly, and without delay, perform to R. C., esq., the covenant made between them, of the manor of G., with the appurtenances, and of the grange of G., with the appurtenances; also of seven messuages, four cottages, 200 acres of land, twenty acres of meadow, twenty acres of pasture, and 100 acres of furze and heath, in G. otherwise G., and otherwise G., S., H., N., and B. And unless, &c.

And the agreement is such, (that is to say), that they the said J. J., and M., and R. B., and E., have acknowledged the said manor, grange, and tenements, with the appurtenances, to be the right of the said R. C., as those which the said R. hath of the gift of the said J. J., and M., and R. B., and E., and those they have remised and quit-claimed, from them and their heirs, to the said R. C., and his heirs for ever. AND MOREOVER, the said J. hath granted, for himself and his heirs, that they will warrant to the said R. C., and his heirs, the said manor, grange, and tenements, with the appurtenances, against the said J., and his heirs, and against the said J. and M., and R. B., and E., and their heirs; and against the heirs of P. C., gent., deceased, late father of the said J. and J., and against all other persons claiming by the said J. J., and M., R. B., and E. and P., or any of them for ever. AND FURTHER, the said J. and M., have granted for themselves and the heirs of the said J., that they will warrant to the said R. C., and his heirs, the said manor, grange and

tenement, with the appurtenances, against the said J. and M., and the heirs of the said J., and against the said J. J. and M., R. B. and E., and their heirs; and against the heirs of the said P., and against all other persons claiming by the said J., and M., J., R. B. and P., or any of them, for ever. And also, they, the said R. B. and E., have granted for themselves, and the heirs of the said R., that they will warrant to the said R. C. and his heirs, the said manor, grange, and tenements, with the appurtenances, against the said R. B. and E., and the heirs of the said R. for ever. And for this, &c.

Taken and acknowledged by
the above-named J. C., at,
&c., on the day of
in the year of our Lord
1826. Before us,

T. T.
P. G.

Taken and acknowledged by
the above-named J. C., R.
B., and E. his wife, at, &c.
on the day of
in the year of our
Lord 1826. Before us,

T. T.
P. G.

Taken and acknowledged by
the above-named M. C., wife
of the said J. C.; at, &c., on
the day of in
the year of our Lord
1826. Before us,

T. T.
P. G.

A Præcipe and Concord where one Cognizor warrants one Part, another warrants another Part, and a third another Part.

Surrey. COMMAND A. B., gent., and C., his wife, D. E., gent., and F., his wife, and G. H., gent., and G., his wife, that they justly, &c., perform to G. M., esq., the covenant made between them, of three messuages, thrée barns, three gardens, one orchard, fifty acres of land, ten acres of meadow, thirty acres of pasture, and ten acres of wood-land, with the appurtenances, in N. P. and S. And unless, &c.

And the agreement is such, (that is to say), that the said A. and C. D., and F. G. and F., have acknowledged the said tenements, with the appurtenances, to

be the right of the said J., as those which the said J. hath of the gift of the said A. and C. D., and T. G. and F., and those they have remised and quit-claimed, from them, the said A. and C. D., and T. G. and F., to the said S. and his heirs for ever. AND, MOREOVER, they, the said J. and C., have granted for themselves, and the heirs of the said A., that they will warrant one messuage, one barn, and one garden, part of the said tenements in N. aforesaid, to the said J. and his heirs, against the said A. and C., and the heirs of the said A. for ever. And also, the said D. and T. have granted for themselves, and the heirs of the said D., that they will warrant another messuage, one barn, one garden, and the orchard aforesaid, and the said fifty acres of land, ten acres of meadow, thirty acres of pasture, and ten acres of wood land; part of the said tenements in P. aforesaid, to the said J. and his heirs, against the said D. and T., and the heirs of the said D. for ever. AND FURTHER, they, the said G. and F., have granted for themselves and the heirs of the said G., that they will warrant one messuage, one barn, and one garden, residue of the said tenements in S. aforesaid, to the said J. and his heirs, against the said G. and F., and the heirs of the said G. for ever. And for this, &c.

*By one to two, of two Messuages, Lands, and
Common of Pasture.*

Surrey. COMMAND A. B. that he justly, &c., perform to C. D. or E. T., the covenant made between them, of two messuages, five gardens, one hundred acres of land, and two hundred acres of wood, and common of pasture for all cattle, with the appurtenances in M. and B. And unless, &c.

And the agreement is such, (that is to say), that the said J. hath acknowledged the said tenements and common of pasture, with the appurtenances, to be the right of the said C., as those which the said W. and R. have of the gift of the said F., and those he hath remised and quit-claimed, from him and his heirs, to the said C. and E., and the heirs of the said C. for ever. AND, MOREOVER, the said A. hath granted, for himself and his heirs, that they will warrant to the said C. and E., and the heirs of the said C., the said tenements, and common of pasture, with the appurtenances, against the said J. and his heirs for ever. And for this, &c.

By Husband and Wife, of the Husband's Lands.

Surrey. COMMAND A. B., and C. his wife, that they justly, &c., perform to D. E., the covenant made be-

tween them, of two messuages, two tofts, four acres of land, [*naming the rest of the parcels*], with the appurtenances in G. And unless, &c.

And the agreement is such, (that is to say), that the said A. and C. have acknowledged the said tenements, with the appurtenances, to be the right of the said D., as those which he, the said D., hath of the gift of the said A. and C., and they have remised and for ever quit-claimed them, from them, the said A. and C., and the heirs of the said A., to the said D. and his heirs for ever. AND MOREOVER, they, the said A. and C., have granted for themselves, and the heirs of the said A., that they will warrant to the said D., and his heirs, the said tenements, with the appurtenances, against the said A. and C., and the heirs of the said A. for ever. And for this, &c.

OF RECOVERIES.

THIS is become one of the common assurances of this realm, and was introduced upon this occasion, viz.:

All estates of inheritance by the common law, (that is, before a statute made in the reign of 13 Ed. I., called *de donis conditionalibus*, *Westm.* 2), were in the tenure of estates in fee-simple; so that, if the donee in tail, after issue born, had made a feoffment, it would have been a good alienation of the land without more ado. But the said statute having provided that all gifts in tail, or conditional gifts, should be good according to the term of the gift, a perpetuity in lands was thereby created, so that they could not be aliened out of the family, but that the heir in tail, after the death of his father, would bring a writ, called his *formedon*, (*à formâ doni*), in the descender, or if there was a limitation after the estate tail, then he, in the remainder, would bring a writ of *formedon* in the remainder; or if the estate-tail was spent, and there was no remainder limited, then the donor or his heirs, who had the reversion, might bring a writ of *formedon* in the reverter. By these writs the land was certainly recovered from any purchaser or others, whereby great mischiefs did ensue, for purchasers and other creditors were defrauded, and numberless other inconveniences ensued.

Nevertheless, the legislature in those days, who thought to perpetuate their own families by the help of the said statute, would not consent to the repealing of the same, and thus matters stood till the reign of Ed. IV., when a remedy was found out by a common recovery, whereof you have seen the occasion, though

recoveries had been anciently assurances by the common law.

The nature of a common recovery is a judgment in a feigned action or suit, wherein there is a person called the demandant, who brings out of Chancery some writ concerning land, which is commonly the writ of entry, *sur disseisin en le post*, wherein it is suggested, that the person against whom the writ is brought, had no entry into the land, but after a disseisin of the demandant, committed by one H. H., which writ is returnable before the justices of the Common Pleas court, at a certain day, and then the person against whom the writ is brought, who is called the tenant to the writ, appears by himself, or by his attorney, and there the demandant makes a formal count, or declaration, against the tenant, who pleads and vouches, or calls to warranty the tenant in tail, (that is, the vendor of the land), and tenant in tail appears upon the voucher, by himself and an attorney, and after count against him by the demandant, the said tenant in tail vouches over the cryer of the court, called the common vouchee, who likewise appears and imparls, (*i. e.* has some time given him), and makes default, and then departs in contempt of the court; whereupon several judgments are obtained, namely, that the demandant shall recover the land against the tenant to the writ; that the tenant to the writ, who is supposed to have a warranty from the tenant in tail, shall recover land to the value of the land lost, against the tenant in tail; that the tenant in tail, who is supposed to have a warranty from the common vouchee, shall recover lands to the value against the common vouchee; and that the common vouchee shall be *in misericordia*: upon which judgment a writ issues to the sheriff of the county where the land lies, to deliver seisin of the land to the demandant; and all this is done by agreement or legal covin amongst the parties, specified in an indenture between them; and in this indenture most commonly this recovery is directed or declared to the use of a purchaser and his heirs, or to the use of the tenant in tail, and his heirs in fee-simple, or to make a settlement, or to any uses whereunto land may be conveyed by any common conveyance of the kingdom; and if no use be declared, the law will suppose such a recovery to be to the use of the tenant in tail and his heirs; and the abovesaid statute, 27 Hen. VIII., *de usibus*, will transfer the estate and possession to a use so raised upon a common recovery, as it will to a use raised by any other lawful means. Here is instanced only a recovery with double voucher, wherein two things are principally to be taken care of: first, that there be a good tenant to the writ, who must have the

freehold of the land in him at the time of the writ purchased; therefore it is usual for the tenant in tail, by a fine or deed enrolled, previously to convey the land to a third person, on purpose to make him a good tenant to the writ. *If a stranger hath an estate for life in the land, or in any part of it which is an estate of freehold, it must be surrendered, (or conveyed), before a good tenant of the freehold can be made to the writ,* which is many times done, and, re-granted afterwards. Secondly, special care should be taken that the tenant in tail be vouched, and come in upon the voucher. The land which he fictitiously recovers in value, against the common vouchee, is supposed to go to the tenant in tail, and the heirs in tail, and to those in remainder and reversion; and they must all be contented with the fictitious value, in lieu and bar of their right to the lands which were intailed; and a recovery so executed, with double or more vouchers, is more safe than a recovery with single voucher, in which the tenant in tail is tenant to the writ, and vouches the common vouchee: and this much at present for the nature of a common recovery.

As to the end of a common recovery, it is properly practised where there is a tenant in tail, with remainders or reversions over to a stranger or strangers, to dock the intail, and to bar such remainder or reversions, which cannot be barred without such recovery. And note well the word remainder; for if the remainder or reversion be in the tenant in tail himself, there is no need to be at the charge of a common recovery, as shall be shewn in the next paragraph; and that by strangers are meant all persons and corporations, other than the tenant in tail himself.

A recovery is founded upon the strict rules and principles of law, and that will be most properly understood under the following general heads.

Of the Parties to a Recovery.

THEY are, the demandant, the tenant, the vouchee or vouchees.

The demandant is plaintiff in the writ of entry, who is supposed to bring this real action against the tenant of the freehold of the lands to be conveyed by this assurance: in which action he declares and demands the lands, by his writ and count, wherein he alleges, that the tenant, of whom he demands them, has no right thereto; but after a disseisin, which one H. II., a fictitious disseisor, had made upon the demandant within the time limited for the demandant to bring the action, viz., within thirty years, &c.

The tenant is the person against whom the writ of entry is brought, and it is necessary that he be tenant of the freehold; and therefore, if the tenant in tail be not in possession, there must be a fine, feoffment, bargain and sale enrolled, or a lease made to some other person, whereby such person may become tenant in possession of the freehold, which, by these instruments, he is so made in construction of law: and when the recovery is suffered, the demandant recovers against the tenant the land demanded; and the tenant recovers over in value against the vouchee of his land, to make such tenant recompense for his loss.

If the writ of entry be brought against the tenant in tail in possession, and a stranger who has nothing in the land, yet the recovery shall be esteemed good, and the recompense in value shall be supposed to go to him that lost his land, (to wit), to the tenant in tail. 1 Ven. 1. 358. Anonymous.

Yet if a tenant for life, and he in remainder in tail, suffer a common recovery by being made tenant to the *præcipe*, this shall not bind the issue in tail; for though he in remainder is joined with the tenant for life, as tenant to the *præcipe*, yet tenant for life is the true tenant to the *præcipe*, and the land is recovered against him only; and the recompense, (which is supposed to be given), cannot vest in him in remainder, because the land is in truth recovered against tenant for life. Leach v. Cole, cited in 3 Co. fol. 6 b.

If there be a lessee for life, and the remainder is to be in tail, and a *præcipe* is brought against him in remainder in tail; if he has a surrender from the lessee for life at any time before the recovery completed, it is a good recovery, and the *præcipe* is made good. Noy, 126.

If a bargain and sale be executed to the lessee for years in reversion, in order to make him tenant to the *præcipe*, this will not destroy his term. 2 Roll. Rep. 249. 1 Mod. 107.

If a bargain and sale of lands be made to A. and his heirs, A. hath an estate before his entry, sufficient to be made a tenant to the *præcipe*.

When tenant for life is not made tenant to the *præcipe*, nor hath surrendered his term, a common recovery cannot be suffered to bar the entail. 1 Ven. 360.

Where a tenant to the *præcipe* is made by a fine, and the recovery is suffered, and afterwards the fine is reversed upon a writ of error, yet the recovery is good. 2 Salk. 568. Lloyd v. Evelin.

If a tenant to the *præcipe* gains the freehold at any time before the judgment is supposed to be given on the

recovery, the recovery will be good. 2 Salk. 568. *Lacy v. Williams*.

A lease and release to make a tenant to the *præcipe*, is said to be good, without any consideration. 1 Mod. 262. *Barker v. Kent*.

The conveyance of a fine levied on *Octabis Purificationis beate Maræ*, is sufficient to make a tenant to the *præcipe*, for a recovery suffered the same day, and the law will suppose a privity the same day to support the conveyance. *Fettiplace's Case*.

Of the Vouchee.

WHEN the tenant appears and defends his right, he then calls, or rather vouches to warranty, *i. e.* calls before the court the person from whom he claims the lands, and who had warranted to him a just right and title thereto; and having so done, this puts the demandant in a condition to know who to demand his land of; and therefore the tenant having vouched such a person to warranty, that person is, by his warranty, a sufficient person for the demandant to demand the lands of, and is called the vouchee.

And if it be with a single voucher, *i. e.* when the tenant to the *præcipe* vouches the common vouchee; so called, because he is a person appointed for this purpose, who is common to all persons for their use on such occasions.

He being called to warranty, is supposed to make a feint defence, by tendering an issue, that this H. H. named in the demandant's count, did never disseise the demandant in the manner he had set forth: and, upon this, the demandant prays a day, which is supposed to be given to him, to make out the truth of the matter contained in his count: and when he comes back again to the court, and is prepared so to do, the common vouchee never appears, but makes default, and departs in despite of the court, which in real actions is peremptory, and entitles the demandant to final judgment; and this judgment is for the demandant to recover the land against the tenant to the *præcipe*; and he is by the same judgment to recover over against the vouchee of his land, to the value of the land which the tenant to the *præcipe* has lost by the recovery; and if there be more vouchees, they are to recover one against another, in the same manner: and the last real vouchee is supposed to recover lands to the value, against the nominal vouchee; and thereupon a writ of seisin is awarded, to put the demandant, who has so recovered the land, into possession thereof.

See more of the effect of a recovery, with single, double, and treble vouches, hereafter (1).

Of what Things a Writ of Entry will lie, and of what not.

Of an acre of land. Of an acre of land covered with water. 12 Hen. VII., 1, 4.

Of a water pit. 10 Ed. III. 14 Ed. III., 842. T. N. B., fol. 191.

Of a passage over the water. Of a bailiwick. T. N. B., 191. 34 Ed. III., 423.

Of an office. 27 Hen. VIII., 12.

Of an advowson of a church, or of the fourth part of the tithes. 34 Ed. III.

Of a portion, or part of the tithes. Dyer, fol. 84, pl. 83.

Of a certain parcel of land. Dyer, 84, pl. 83.

Of the wardship of land, and of the heir, or of the wardship of land only. Reg. 161. 22 Ed. III., fol. 29.

Of all manner of ecclesiastical or spiritual profits, as of a vicarage, portions, pensions, tithes, &c. 32 Hen. VIII., c. 7.

Of all and all manner of great, mixed, and small tithes, within the vill or hamlet of B., in the parish of A., howsoever growing, happening, and yearly renewing, within the ville or hamlet of B., in the parish of A. Thel. lib. 8, cap. 9, sect. 2.

Of the fourth part of tithes and oblations of the church of St. Peter, &c. 16 Ed. III.

Of a certain portion of tithes or land, not shewing how much. 1 Hen. IV., fol. 1. Dyer, fol. 84, pl. 83, 84, 85, 86.

In ancient times of a hide-land or plow-land. 4 Ed. III., 161.

Of an ox-land. 6 Ed. III., 291.

Of six foot of land in length and four in breadth. 14 Ass. 13.

Of a toft, or scite of a mill. 14 Ed. III.

Of the hundred of B. and bailiwick of C. 34 Ed. I. 3 Ed. III.

Of a feeding for six sheep. 3 Ed. III. 23. 4 Ed. II.

Of a rood of land. 3 Ed. V.

Of an advowson. 34 Ed. I.

Of a moiety of a rood of land. 41 Ed. III.

Of a shop. Reg. fol. 3.

Of four acres of elderwood. 11 Ass. 13.

It is said that it lieth in a town, but not in a hamlet.

(1) Such persons, and by such names, may be demandants, tenants, and vouches in recoveries, as may be cognizors and cognizees in fines. Co. Lit. 372.

A writ of entry lieth not of a ditch, nor of a pool, nor of a fishery. 8 Ed. III. 381.

Of an advowson of tithes, of a wain of land. Reg. fol. 29.

Of a common of pasture. 27 Hen. VIII. fol. 12.

Of estovers. 2 Ed. III.

Of homage and fealty, or of services to be done. 6 Ed. II.

Of an oxland of marsh ground. 13 Ed. III., fol. 3.

Of a selon, or ridge of land for the uncertainty; because a selon, which is a quantity of land, sometimes containing an acre, sometimes more, and sometimes less.

Of a garden, cottage, or croft. 14 Ass. 13. 8 Hen. VIII., 3. 22 Ed. IV., 13.

Of a rod of land. 13 Ed. III.

Of a quarry, a mine, or market. 13 Ed. III., for they are not in demesne, but in profit only.

Of an upper chamber. 3 Hen. VI. fol. 1.

Of an annuity, or of a tenement, but it must be of houses and a certain quantity of acres. Moor. 953.

This must be understood, that it lies not of these singly and alone, for the common practice shews us, that it will lie of many of these things joined with others that are more worthy, and to which they may be incident.

The Manner in which the Parcels are to be placed.

THINGS more worthy are to be placed before things that are less so, as a castle before a manor, a manor before a messuage, a messuage before a toft or mill.

Things general before particular, as land, which is the genus, before meadow or pasture, which are the species.

Entire, or whole things before parts, as a messuage before a moiety of a messuage, an advowson before a moiety of an advowson, &c.

An Example of placing the Parcels.

A. B. demands against C. D., the manors of E. and F., with the appurtenances, and two messuages, one shop, one toft, one mill, one dovehouse, two gardens, twenty acres of land, ten acres of meadow, five acres of pasture, six acres of wood, one hundred acres of furze and heath, one hundred acres of moor, ten acres of marsh, ten acres of elder wood, ten acres of rushy ground, five acres of land covered with water, a rent of twenty pounds two shillings and two pence, and a rent of a pair of gold spurs, ten capons, two cocks, two hens, five pounds of pepper, common of pasture for all

FINES AND RECOVERIES.

manner of cattle, view of frankpledge, a free warren, a free fishery, a liberty of foldage, and also fairs and markets, toll, stallage and piccage, goods and chattels of felons, fugitives, outlaws, and of persons put in exigent, deodands, chattels of waifs and estrays, with the appurtenances, in B. A., J. N., and B. Also the rectories of B. and S., with the appurtenances; and all and all manner of tithes belonging and appertaining thereto; and also the advowson of the churches of N. and B., and the advowson of the vicarage of H., and in which, &c.

Divers other particulars are to be put in the writ, as may be seen in the register, fol. 1, 2. West. Symb. 2, p. 77. And this is said to be the manner in which they are placed:

The honor of A. with the appurtenances.

The castle of B. with the appurtenances.

The borough of C. with the appurtenances.

The forest of F. with the appurtenances.

The chase of G. with the appurtenances.

The hundred of D. with the appurtenances.

The manor of E. with the appurtenances.

The scite of the manor of H. with the appurtenances.

The scite of the late monastery of J. with the appurtenances.

A messuage, a shop, a cellar, a toft, a mill, a dove-house, a garden, land, meadow, pasture, wood, furze and heath, moor; ground wherein rushes grow, or rushy ground; marsh land; elder wood; land covered with water; a rent of ten shillings; a rent of two capons, two hens, and one pound of pepper; common of pasture for all manner of cattle; a free fishery, a free warren; liberty of foldage; a salt pit; a bullary of salt water; a passage over the river T.; a wharf, a quay.

A fair and market with the appurtenances.

View of frankpledge with the appurtenances.

Chattels of felons, outlaws, and persons put in exigent, chattels of waifs, estrays, and deodands.

The rectory of B. with the appurtenances, and all and all manner of tithes whatsoever, belonging and appertaining to the said rectory.

The advowson of the church of B.

The advowson of the vicarage of the church of C.

The moiety of a messuage.

—♦—

Of the Forms of the several Recoveries, and the Method of passing the same.

You are to prepare your *præcipe*, taken and drawn properly from the deeds, as to the parcels, and ingross it in this form.

If the tenant appears in person, and it be with single vouchce, it is thus :

Middlesex. (to wit). COMMAND A. B., that he justly, &c., render to C. D. one messuage, and ten acres of land, with the appurtenances, in E., which he claims, &c.

[*The tenant personally voucheth to warranty J. M.*]

If it be with double or treble voucher, and only vary it according to the number of vouchces, thus :

Middlesex. (to wit). COMMAND A. B., that he justly, &c., render to C. D. one messuage, and ten acres of land, with the appurtenances, in E., which he claims, &c.

[*The tenant personally voucheth to warranty T. G., gent., who being also present, voucheth over J. M.*]

If the tenant appear in person, and the vouchce or vouchces by attorney, then your *præcipe* is thus :

Devonshire. (to wit). COMMAND A. B., that he justly, &c., render to C. D. one messuage, and ten acres of land, with the appurtenances, in E. which he claimeth, &c.

[*The tenant personally voucheth to warranty G. H., (whereupon the summons is returnable on the morrow of the Holy Trinity), who by attorney voucheth over J. M.*]

If neither the tenant or vouchce appears in person, but by attorney, then the *præcipe* is thus :

Suffolk. (to wit). COMMAND A. B., that he justly, &c., render to C. D., one messuage and ten acres of land, with the appurtenances, in E., which he claimeth, &c.

[*The tenant, by attorney, voucheth to warranty J. S., and P. his wife, (whereupon the summons is returnable on the morrow of the Holy Trinity), who also, by their attorney, vouch over J. M.*]

What Persons may be made Tenants.

It is usual to make such person a tenant to the *præcipe*, who will be able to go to the bar of the Common Pleas to vouch to warranty : but a person may be made a tenant to the *præcipe*, who is not able to go thither for that purpose ; and in that case, you must sue forth a *dedimus potestatem*, which is a commission resembling that before mentioned, for taking the acknowledgment of a fine, viz. upon a supposition that the tenant or vouchce is so feeble as not to be able to travel to *Westminster* for that purpose.

When by Dedimus.

THE *dedimus* empowers the commissioners therein named, to take the acknowledgment of a warrant of attorney, which the tenant executes, to empower two

attornies, or one of them, to appear for him at the return of the writ of entry.

The Vouchee.

IF the vouchee or vouchees live distant from *Westminster*, and cannot come thither to suffer the recovery and vouch to warranty; then you may sue out a *dedimus potestatem* for that purpose.

Instructions for a Dedimus.

THE instructions to the cursitor of the proper county, who makes out this writ of *dedimus potestatem*, for such writ is the *præcipe*, underwriting the names of the commissioners to whom you would have the writ directed, and having paid for the same and procured your writ, you send it down in the country under seal, (*i. e.* inclosed in the wax), and then appoint a day for two of your commissioners to go to the party, and take the acknowledgment of the warrants of attorney, which are in this form:

The Præcipe.

Surrey. (to wit). COMMAND A. S., that he justly, &c., render to T. W., gent., twenty messuages, with the appurtenances, in _____, which he claims, &c.

Warrant of Attorney for the Tenant.

Surrey. (to wit). A. S. appoints in his stead W. P. and A. F., against T. W., gent., to gain or lose, in a plea of land.

Taken and acknowledged at, &c.,
on the _____ day of _____
in the _____ year of our Lord 1826.

A warrant of attorney for the vouchee differs but in this instance, viz.

York. (to wit). J. S., and P. his wife, whom A. S. voucheth to warranty, appoints, &c., as above.

What to be done with the Warrant of Attorney.

THE commissioners having taken the acknowledgment of the warrant of attorney, you annex the warrant of attorney to the *dedimus*, and indorse on the back of the *dedimus* the following return:

The Return.

THE execution of this writ, (or commission), appears in a certain schedule hereto annexed.

How passed at the Bar.

If your recovery be suffered by the tenant in person, you carry your *præcipe* above mentioned, for that purpose, to a serjeant's clerk, and the tenant being there present, the count in the recovery, the voucher to warranty, and the prayer of an *imparlance*, are repeated by some of the serjeants at the bar.

Præcipe to be entered by the Secondary.

Your *præcipe* being thus passed at the bar, you give it to one of the criers, and he carries it in to the secondary, to that prothonotary in whose office you intend your proceedings shall be entered; and the secondary enters the *præcipe* in a book for that purpose, and you pay him and it is usual to give the cryer for his trouble in getting your *præcipe* entered; and the secondary marks the same thus:

At the bar.

When your *præcipe* is passed at the bar, you leave a copy thereof with the cursitor, for a writ of entry, which he makes you out in this form:

The Form of a Writ of Entry.

GEORGE THE FOURTH, by the grace of God, of Great Britain and Ireland king, defender of the faith, &c. To the sheriff of , greeting. Command C. D. that he justly, and without delay, render to A. B. four messuages, [*here reciting the parcels*], with the appurtenances in E., which he claims to be his right and inheritance, and into which the said C. hath not an entry; but after a disseisin, which H. H. thereof, unjustly, and without judgment, made to the said C. D., within years now last past, as he saith: and whereupon he complains that the said C. D. deforced him; and unless he shall so do, and the said A. B. makes you secure of prosecuting his claim, then summon, by good summoners, the said C. D., that he be before our justices at Westminster, in three weeks from the day of St. Michael, to shew why he will not; and have you there the summoners and this writ. Witness ourself at Westminster, the day of , in the year of our reign.

This writ of entry, when sealed, you carry to the *Alienation Office*, and get it compounded by the commissioners, who sit there for that purpose; when they have compounded, or rated at what value the lands are per annum, you pay the composition money to the

FINES AND RECOVERIES.

receiver of the king's fines; and having so done, you leave it at the office to be entered, and for the commissioners to indorse their names thereon.

Having passed your writ of entry at the said *Alienation Office*, you carry it to the *Return Office*.

The Form of a Writ of Seisin.

GEORGE THE FOURTH, &c. To the sheriff of , greeting. Know you that A. B., in our court, before our justices at *Westminster*, hath recovered his seisin against C. D., of four messuages, &c., [*naming the parcels*], with the appurtenances, in B., by our writ of entry upon a *disseisin en le post*. Therefore we command you, that, without delay, you cause the said A. to have complete seisin of the said tenements, with the appurtenances; and do you forthwith make appear to our justices at *Westminster*, in what manner you shall execute this precept and have you there this writ. Witness, &c.

The Return of the Writ of Seisin.

By virtue of this writ, to me directed, on the day of , in the within-written year, I caused full seisin of the tenements within specified, with the appurtenances, to be delivered to the within-named A. B., as I am within-commanded.

Note. This you return yourself. R. S., esquire, sheriff.

If your vouchee appears not in person but by *dedimus*, then you must make out your summons, which is supposed to precede the suing of the *dedimus*, and the *dedimus* is supposed to issue to authorise such persons as are therein-named to take the acknowledgment by the vouchee or vouchees of his or their warrant of attorney, there having been a writ of summons to vouch the said persons, called the vouchees, to warranty: the method now made use of is, not to sue out a writ of summons first, but make it out after your *præcipe* is passed at bar, to warrant, and make complete, the whole proceedings.

The Form of a Writ of Summons.

GEORGE THE FOURTH, &c. To the sheriff of , greeting. Summon, by good summoners, F. S., that he be before our justices at *Westminster*, on the octave of St. Martin, to warrant to C. D. four messuages, &c., [*here specifying the parcels*], with the appurtenances, in E., which S. B. in our court, before our justices at *West-*

minster, claims as his right against the said C. D., by our writ of entry upon a *disseisin en le post*: and whereupon the said C. D., in our same court, hath vouched the said F. S. to be summoned in your county, to warrant against the said S. B. And have you there the summoners, and this writ. Witness, Sir Win. De Grey, at *Westminster*, the day of , in the year of our reign (1).

The first writ of summons must bear teste on the appearance day of the return of the writ of entry, and so a second summons from the appearance day of the return of the first.

(1) There were formerly nine returns between the return of the writ of entry, and return of the writ of summons, and so betwixt one writ of summons and another: by the statute 17 Car. II., c. 6, they are abridged to five returns inclusive. As for example: if the writ of entry be returnable *tres Mich.*, then the writ of summons must be returnable *octab. Martin.* If the writ of entry be *mens. Mich.*, then the summons must be *quindecem Martin*; if the writ of entry be *crustin. Animar*, then the summons must be *octab. Hill.*, accounting the return of the writ of entry for one; and then the fifth return is the return of the summons; and so it must be betwixt one summons and another.

The Form of a Writ of Summons for the Second Vouchee.

GEORGE THE THIRD, &c., [as before to the words], to warrant to F. S., (whom C. D. heretofore in our court, before our justices at *Westminster*, hath vouched to warranty), four messuages, [naming the parcels], with the appurtenances in E., which A. B. in our court, before our justices at *Westminster*, claims as his right, by our writ of entry upon a *disseisin in le post*; and whereupon the said F. S., in our said court, hath vouched over the said A. B., (second vouchee), to be summoned, &c.

It may be necessary, in this place, to give a definition of the meaning of calling this writ of entry a writ of entry in *le post*; and it must be known, that it is in contra-distinction to three others, which are in the *quibus*, *per* and *cui*.

Entry in the Quibus.

A WRIT of entry in the *quibus*, is a writ of entry in the nature of an assise, against the tenant who made the *disseisin* to the demandant himself.

Per Cui and Post.

A WRIT of entry in the *per cui* and *post* is thus to be understood:

In the Per.

A WRIT of entry in the *per*, is, when he against whom it is brought, claims immediately under the first party, *i. e.* as heir to him, or by his alienation; and it is called in the *per* only from its running in this form: "Command A. that he render to B. a messuage, of which A. hath disseised B. unjustly, and without a judgment; and wherein the said A. hath not entry, but by C., who demised to him." So that there, the words by the disseisin, constitute that term of art calling it a writ in the *per*.

Per and Cui.

IN the *per* and *cui* it is thus: "In which the said A. hath no entry but by G., to whom T. demised it, who, unjustly, &c., made the disseisin." So that the words, by C. to whom T. demised, constitute this term of art, in calling it a writ of entry in the *per* and *cui*.

In the Post.

A WRIT of entry on a *disseisin in le post*, runs thus: "Wherein the said A. hath no entry, but after a disseisin which D. unjustly made to the said B." So that the tenant here claims not by C., who demised it to him; nor by C. to whom D. demised it to him; but is supposed to come in after a disseisin made by D. And these words, after a disseisin, constitute that term of art, of calling it a writ of entry upon a *disseisin in le post*.

The Entry of a Recovery with a single Voucher.

Surrey. (to wit.) T. P., esq., in his proper person, demandeth against C. S., gent., three messuages, seven gardens, seventy acres of land, nine acres of meadow, fifteen acres of pasture, twenty acres of furze and heath, and common of pasture for all manner of cattle, and common of turbary, with the appurtenances, in S., as his right and inheritance; and into which the said C. hath no entry; but after a disseisin, which H. H. thereof, unjustly, and without judgment, hath made to the aforesaid C., within thirty years, &c. And whereupon he declares, that he was seised of the said tene-

ments and commons, with the appurtenances, in his demesne, as of a fee and right, in time of peace, in the time of our lord the king that now is; by taking the profits thereof, to the value, &c., and into which, &c., and thereof he bringeth his suit, &c.

The Tenant vouches the common Vouchee.

AND the said C., in his proper person, cometh and defendeth his right, when, &c., and thereupon voucheth J. M. to warranty, who is present here in court in his proper person, and freely warranteth to him the said tenements and commons, with the appurtenances, &c. And hereupon the said J. demandeth, against the said J., tenant, by his warranty, the said tenements and commons, with the appurtenances in the manner aforesaid, &c. And whereupon he saith, that he was seised of the said tenements and commons, with the appurtenances, in his demesne, as of fee and right in time of peace, in the time of our lord the king that now is; by taking the profits thereof to the value, &c., and into which, &c., and thereof he bringeth suit, &c. And the said J., tenant, by his own warranty, defendeth his right, when, &c.; and saith, that the said H. did not disseise the said T. of the said tenements and commons, with the appurtenances, as the said T., by his said writ and declaration, doth above suppose. And thereof he putteth himself upon the country, &c.

Imparlane.

AND the said T. thereupon craveth leave to imparle, and he hath it, &c. And afterwards the said T. cometh again here unto court this same term, in his proper person; and the said J., although solemnly called, cometh not again, but departed in contempt of the court, and maketh default; therefore it is adjudged, that the said T. do recover his seisin against the said C., of the said tenements and commons, with the appurtenances; and that the said C. have of the land of the said J., to the value, &c., and the said J., in mercy, &c., and thereupon the said J. prays a writ of our lord the king, to be directed to the sheriff of the county aforesaid, to cause full seisin of the said tenements and commons, with the appurtenances, to be delivered to him, and it is granted to him, returnable here in three weeks, from the day of the Holy Trinity, &c. At which day the said T. cometh here into court, in his proper person; and the sheriff, (namely T. S., esq.), now returneth, that he, by virtue of the said writ to him

FINES AND RECOVERIES.

directed, on the day of last passed, caused full seisin of the said tenements and commons, with the appurtenances, to be delivered to the said T., as by the said writ he was commanded, &c.

The Count on Declaration.

Surrey. (to wit). D. E., esq., personally demandeth against C. S. three messuages, seven gardens, seventy acres of land, nine acres of meadow, fifteen acres of pasture, twenty acres of furze and heath, and common of pasture for all manner of cattle, and common of turbary, with the appurtenances, in as his right and entrance, and into which the said H. hath entry; but after a disseisin which H. H. thereon, fully, and without any judgment, made to the said , within years, &c. And whereupon he declares, that he was seised of the said tenements and commons, with the appurtenances, in his demesne, as of a fee and right, in time of peace, in the reign of our sovereign lord the king that now is; by taking the profits thereof, to the value, &c., and wherein, &c. And thereof he bringeth his suit, &c.

Tenant voucheth J. V.

AND the said C. personally cometh and defendeth his right, when, &c., and thereupon voucheth to warranty J. V., who is personally present here in court, and freely warranteth the said tenements and commons, with the appurtenances, to him, &c. And hereupon the said T. demandeth against the said J., tenant, by his warranty, the said tenements and commons, with the appurtenances, in the manner aforesaid, &c. And whereupon he declares, that he was seised of the said tenements and commons, with the appurtenances, in his demesne, as of a fee and right, in time of peace, in the time of our sovereign lord the king that now is; by taking the profits thereof, to the value, &c., and wherein, &c. And thereof he bringeth his suit.

The Vouchee vouches over the Common Vouchee.

AND the said J. T., by his warranty, personally cometh and defendeth his right, when, &c. And thereupon further voucheth to warranty J. M., who is personally here in court; and freely warranteth the said tenements, with the appurtenances, &c. And hereupon the said T. demandeth against the said J. T., by his warranty, the said tenements and commons, with the appurtenances

in the manner aforesaid, &c. And whereupon he declareth, that he was seised of the said tenements and commons, with the appurtenances, in his demesne, as of a fee and right, in time of peace, in the reign of our sovereign lord the king that now is; by taking the profits thereof, to the value, &c., and wherein, &c. And thereof he bringeth his suit, &c.

The Plea of the Common Vouchee.'

AND the said J., tenant, by his warranty, defendeth his right, when, &c., and pleadeth that the said H. did not disseise the said T. of the said tenements with the appurtenances, as the said T., doth by his said writ and declaration above suppose; and of this he putteth himself upon the country, &c.

Imparlance.

AND the said T. thereupon craveth leave to imparle, and he hath it, &c. And afterwards, in this very term, the said T. personally cometh again here into court, and the said J., though solemnly summoned, cometh not, but departed in contempt of the court, and maketh default; Therefore it is adjudged, that the said T. do recover his seisin of the said tenements and commons, with the appurtenances, against the said C., and that the said C. do have of the land of the said J., to the value, &c.; and that the said J. do have over of the land of the said J., to the value, &c. And be the said J. amerced, &c.

The Award of the Writ of Seisin.

AND hereupon the said T. prays a writ of our sovereign lord the king, to be directed to the sheriff of the said county, to cause full seisin of the said tenements and commons, with the appurtenances, to be delivered to him: and the same is granted to him, returnable here forthwith; afterwards, (that is to say), on the day of this very term, the said T. personally comes here into this court: and the sheriff, namely R. F., esq., now returneth, that he by virtue of the said writ to him directed, did on the day of the same month cause full seisin of the said tenements and commons, with the appurtenances, to be delivered to the said T., as by the said writ he was commanded, &c. (1).

(1) It is necessary to shew why this writ of entry varies from that before mentioned.

Personally demandeth.

THE words, *personally demandeth*. I apprehend, that the word *propria*, when added to *persona*, signifies, in the place where it is here made use of, no more than that the demandant comes personally into court, in contra-distinction to his coming in any other manner, as, by attorney, &c., and if it be to be literally translated, it would with greater propriety be construed, that he came in his own person: for proper, signifies, as I apprehend, if added to a person, a part of time, a place or thing; that such a person is a fit person to go to such a place, or to do somewhat such a day; or such a place is a proper time or place to transact such an affair; or if it be applicable to a thing to be done or thought of, then with great propriety of speech it may be said, that such a thing is very proper to be done or thought of, that the person for whom such a thing is to be done, may meet with success: but to translate *propria persona* into the words, proper person, I submit to better judgments, whether it be not a very improper translation; and if it signifies only the identical presence of the person's coming into court, to distinguish it from his coming into court in any other manner, I believe it will be granted me, that the adverbial translation of his coming personally into court, is as significant, and more accurate, than to say, that he comes in his own person, or proper person.

Non habet ingressum.

Non habet ingressum, is translated into the words, hath not an entry; because, I conceive, it is better English to say, that a man hath not any money, than to say, he hath none; for *having not* in that case, signifies, his not being possessed of somewhat as his own, and a man cannot be possessed of nothing; though he may not be possessed of any thing.

Declareth, Duo.

THE word declareth, *dico*, may be translated either to declare or to plead, as the purpose of his speaking is to serve his turn, and as the word, *dicit*, is in the plaintiff's count. it may, I apprehend, with greater propriety be said, that the demandant declareth or declares, than to say, truly, that he saith.

In dominico suo ut de feodo et jure.

In dominico suo ut de feodo, is here translated, in his demesne as of a fee; and the particle *ut* is necessarily understood in the Latin expression, and when converted into the idiom of our language it ought to be expressed.

In *quæ*, I think is as plain and more easy, when translated into the word, wherein, than to say, into which.

Tempore Domini Regis.

Tempore domini regis, it is apprehended, signifies the reign of his present majesty, and not merely, the time that passes away during the continuance of his being our sovereign; and if it is to be precisely translated, the word, our, is as unwariantably added as my words, our sovereign; for literally, to be sure, it is, in the time of the lord the king; but I apprehend that is very bald, when compared with the usual mode of speech now bestowed on that occasion; and it cannot be denied, but that I am as much warranted to say, our sovereign lord the king, as to translate *tempore domine regis* into the words, in the time of the lord the king; since no Latin for the word our, appears there.

Producit Sectam.

Producit sectam, &c., is here translated, he bringeth his suit, &c., instead of, he bringeth suit. When the proceedings of the law were in French, which they were, before they were in Latin, the conclusion of the count was, *et il ent ad suit et dareign bonc*, that is, and thereof he hath a good suit, that is, a good action and good proof: so in the same book, in a *quod ei deforcuit*, the conclusion is, *il ent ad suite bon*. And in a count upon a writ of *quo jure*, the conclusion is, *et quæ tiel, soit son droit il ent ad suit et dareign bon*, which signifies, that the demandant having shewn what right he hath to the place in question, he concludes, and that such is his right, he has thereupon brought his suit, which suit is the action or the manner of bringing the matter in question to a trial, the right to which is called the action, and that he hath good proof of what he had before alleged.

When the proceedings came into Latin, originally the conclusion of a count was, *et tendatur secta et disrationatio bona*, which is, and a suit and good proof is tendered or offered; and in some places, while the proceedings were in French, the words in the conclusion were, *et il tendra suit et dareign bon*. *Novæ Narra-*

twines, 423., and that seems to be the foundation of *tendatur secta*; and sometime they did at that time make it, *et inde producit sectam*, &c., as may be seen in the same book, title, *Articulus obnovas narrationes*, fol. 423. So that from all which, it may be said with certainty, that the meaning of the words, *et inde producit sectam*, &c., is, that thereupon the plaintiff brings a suit, (or his suit and good proof), the particle *a* is necessarily implied, and the word *his*, is as necessarily understood; so that the reader may make use of the particle *a*, or the pronoun *his*, which he thinks most proper; but bringeth suit, is *unde*, and seems to me not a good way of expression.

Vocat ad Warrantizandum.

Vocat ad warrantizandum, is translated voucheth to warranty, because voucheth is a term of art in law, and signifies more than barely the word calleth, for it signifies that the tenant assures, or avows to the court, that he hath a person ready, who is bound to warrant the tenements, and vouches such person so to do; and Bretton, cap. 75., calls it *ad vocatio ad warrantizandum*, whereby it is plain, that voucher signifies more than bare calling to warrant, and there being no word more proper than the word voucheth, as it is a term of art sufficiently understood, and is *ad equale* to the person who is thereby made a party to the suit, who is called the vouchee.

In misericordia, &c.

THE reason for translating the words, *in misericordia*, &c., and be the said J. amerced.

I need not mention the reason of varying from the form first above mentioned, in some other particulars, because the words, so varied, are, I apprehend, sufficiently declarative of their own propriety.

Here I conceive it proper, to give a description of the several, &c., in this entry.

Infra triginta Annos, &c.

As to the first, &c. Within thirty years, &c., no more is understood thereby, but within thirty years last past, which is the limited time of bringing the action, &c.

Ad Valentiam, &c.

To the value, &c. By that, &c., is understood, to the value of so much as the places amounted to.

Et in quæ, &c.

AND wherein, &c., is understood, the words that are contained in the writ, viz. wherein the said C. hath no entry, but after a disseisin made upon him by H. H. as above.

Quando, &c.

By the words, when, &c., in the plea of the tenant, is meant, when, and in what manner the court will consider thereof.

By the, &c., made use of, after the words *et gratis tenementa prædict' cum pertin' ei warrantizat*, is understood, *contra omnes homines imperpetuum*.

By the, &c., after the words, *informa predicta*, is understood, that the demandant demands the lands of the vouchee, in the same manner as he had before demanded them of the tenant, viz. as his right and inheritance, and wherein, &c.

Point se super patriany, &c.

By the, &c., in the plea of the common vouchee, J. M. is understood, that he submits the matter of the plea to be tried by the country, and prays the demandant may join issue with him therein, by submitting the matter likewise to be tried by a jury; but before the demandant joins issue, it may be observed, that the demandant prays leave to imparle; and then follows the words:

Et habet, &c.

AND he hath it, &c., by which, &c., there is understood no more, than he hath it granted by the court according to his prayer; and then it is to be observed, that the demandant comes at the day, but the common vouchee comes not, which is called a departure in despite of the court.

The, &c., after the words, *ad valentiam* in the judgment, signifies, to the value of the lands above recovered by the demandant against the tenant, and the same by the tenant against the vouchee, and by him against the vouchee; and if the tenant or vouchee do not appear when they are called, as it is in a departure in despite of the court, therefore seisin of the lands shall be awarded.

Recoveries in the Grand Sessions.

RECOVERIES suffered in the court of grand sessions of Chester, are entered upon the default of the common vouchee, in this manner: after the common vouchee

hath appeared and pleaded, then the demandant imparles generally the same sessions, without any certain day, by the words, *petit licentiam inde inter loquendi et habet*, &c., and then comes into court again, and the vouchee, being called, makes default, which is there a departure in despite of the court, being in the same sessions, and the vouchee having no day given him by the court, nor imparling to any day certain; but being always intended to be present; therefore judgment is entered without a *petit cape*; for if the imparlance had been to another term, then it would have been no departure, though he had not appeared; but a *petit cape* must have been first awarded.—Vide Yel. 211. 3 Hen. VI., 14. 38 Ed. III., 13. 18 Ed. IV., 41. 14 Hen. VIII., 2. 2 Cro. 292.

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Ad Capiend. inde Espleeias ad Valentiam, &c.

THE meaning of the *esplees*, taken to the value, &c., signifies that the produce of the ground or land, (as the hay of the meadows, or the herbage of the pasture), coin from the arable land, the rents and services, &c., which are termed the *esplees*, have been taken and received by the demandant or his ancestors more strongly; to denote, that he or his ancestors were actually seized of the place in dispute.—Terms of the Law, 310.

No writ of entry *in le post*, lay at common law, but it is given by the statute of Marl. ch. 29., which writ of entry *in le post*, lay by the said statute, when he against whom the action is brought, came into the estate, neither in the *per*, immediately by such a person, nor mediately by such a person, to whom another gave him a title; but when he is either out of every the degrees, as by abatement, disseisin, escheat, recovery, election, succession, dower, judgment, &c., or as the third or more remote alliance; and then the writ shall say, whereupon he complains, that A., the tenant, unjustly deformed him; but these words are never in any writ of *per* and *cui*.—Finch's Law. 91 b.

Devonshire. COMMAND E. E. T. gent., and G. H., gent., that they justly, and without delay, render to A. B., esq., and C. D., gent., the manor of _____ with the appurtenances, and two messuages, 200 acres of land, 100 acres of meadow, 150 acres of pasture, ten acres of underwood, common of pasture, a free fishery, a knight's fee, wards, marriages, escheats, reliefs, a court leet, and view of frankpledge, with the appurtenances, in _____ otherwise *Little* *Great* _____ the *Greater*, S. and T: also the rectory of _____ otherwise *Little* with _____

the appurtenances; and also, all and all manner of tithes, oblations, and obventions whatsoever, yearly arising, growing, and renewing, in *Little* and the advowson of the vicarage of the church of *Little* which they claim, &c.

[*The tenant in his own person, calls S. T., the summons L. P. O. whereupon is returnable on the morrow of the Holy Trinity, and thereupon the said S. puts in his stead H. G., and A. R., jointly and severally, against the said A. and C. of the said plea*].

The ancient method of passing Recoveries.

THE usual method, heretofore, was to enter this *præcipe* on a remembrance of the same term that the summons was returnable, which appears above to be of Trinity term; and then this remembrance used to be carried to a serjeant at the bar, who counted against tenant; and another serjeant appeared for the tenant, and prayed a summons against the vouchee; and this was all that was done in that term, otherwise that the attorney for the demandant made an entry upon the roll of the demand, count, voucher, and of the award of the summons in this manner.

Surrey. A. B., gent., and C. D., gent., personally demand against E. F., gent., and G. H., esq., [*naming the parcels as before in the præcipe to the words*], with the appurtenances, which they claim as their right and inheritance, and wherein they the said E. F. and G. H. have no entry; but after a disseisin which H. H., unjustly and without judgment, made thereof, to the said E. F., and G. H., within thirty years, &c. And whereupon they declare, they were seized of the said manor, tenements, common, free fishery, knight's fee, wards, marriages, escheats, reliefs of court, court leet, view of frankpledge, rectory, tithes, oblations, and obventions, with the appurtenances, in their demesne, as of a fee and right, and of the said advowson, as of a fee and right, in time of peace, in the reign of our sovereign lord the king, the *esplees* being taken thereof, to the value, &c., and in which, &c., and thereof he brings his suit, &c. And the said E. F., and G. H., personally come and defend their right, when, &c., and call thereto to warranty S. T., summoned in the said county, and that they may have him here on the morrow of the Holy Trinity, by the aid of this court, &c. The same day is here given to the said parties, &c. And thereupon the said E. F., and G. H., put in their stead H. G., and A. R., jointly and severally against the said A. B., and C. D., of the said plea, &c.

The present method of passing Recoveries.

BUT now it must be understood, that the ancient method of passing recoveries, as to that particular, is much shortened, and made more easy to the practisers, and less expensive to the parties; for, instead of carrying the remembrance to the court, and the parties appearing there, and the serjeant's praying a summons for the vouchee, the method now is, when you have got your warrants of attorney taken, acknowledged and returned, if they were taken by *dedimus*, then you bring the *dedimus* with the warrants of attorney, or the *mittimus* and transcript, together with the *præcipe* ready engrossed on paper, and deliver them to a serjeant's clerk, or, if he is not there ready, you may deliver it to the serjeant, whose clerk you intend shall have the benefit of passing it at the bar, and he passes it in the manner, before described; which, when done, you give it to the cryer, and he delivers it to the secondary of that prothonotary, in whose office you intend to enter the proceedings; and the secondary marks the same with the words, "at the bar;" and then the cryer gives it you back again; and then you draw your entry of the proceedings on the roll of that term; but still you must enter the award of the summons, if your recovery be suffered of the same term, that is, if the writs of entry and summons are of the same term, you enter the *mittimus*, and transcript in the following manner; but if your writ of summons is returnable of another term, then your writ of entry and the award of the summons must be upon a roll of the term that your writ of entry is returnable, and your writ of summons must be of another term; as for the purpose: If your recovery be suffered in Hilary term, as there cannot be five returns between the return of the writ of entry and the return of the summons; because Hilary term hath but four returns; therefore your award of your summons must be upon a roll of Michaelmas term, and the entry of the *mittimus* and transcript with the recovery, on a roll of Hilary term.

The Form of the entry of the Mittimus and Transcript is thus:

OUR lord the king hath sent here, to his justices of the bench, his writ of *mittimus*, closed (together with the tenor of his said majesty's certain writ of *dedimus protestatem*, for receiving a warrant of attorney, and the return thereof, and also the warrant of attorney taken thereon) in these words, George the third, by the grace of God king of Great Britain, and Ireland,

defender of the faith, &c. To his justices of the bench, greeting. The tenors, &c., [so recite the *mittimus* and *transcript verbatim*, in the small hand].

Then in your exemplifying hand enter your recovery, which I have made a recovery with double voucher, in the following manner :

Alias prout palet.

HERETOFORE, (it is thus contained in the 144th roll), as it appears, (or appeareth), of the term of the Holy Trinity, last past.

The Count.

Devonshire. A. B., gent., and C. D., gent., in their own persons demand against E. F., gent., and G. H., gent., the manor of D., with the appurtenances, and two messuages, &c., [here naming the rest of the parcels as before], with the appurtenances, in D., otherwise Little D., Great T., otherwise T. the Greater, S., and T., also the rectory of D., otherwise Little D., with the appurtenances; also, all manner of tithes, oblations and obventions whatsoever, yearly arising, growing and increasing, in Little D., and the advowson of the vicarage of the church of Little D., which they claim as their right and inheritance, and wherein they the said E. F., and G. H., have not an entry; but after a disseisin, which H. H., unjustly, and without a judgment, made thereof, to the said E. F., and G. H., within thirty years, &c. And whereupon they declare, they were seised of the said manor, tenements, common, free fishery, knight's fee, wards, marriages, escheats, reliefs of court, court leet, view of frankpledge, and rectory, with the appurtenances, and of the said tithes, oblations and obventions, in their demesne, as of a fee and right and also of the said advowson, as of a fee and right, in the time of peace, in the reign of our sovereign lord the present king, by taking the *esplees* thereof, to the value, &c., and wherein, &c. And thereof they bring their suit, &c.

Summons.

AND the said E. F., and G. H., in their own persons, come and defend their right, when, &c., and thereupon vouch to warranty S. T., let them have him here on the morrow of the Holy Trinity, summoned in the said county, by the assistance of the court, &c., the same day is here given to the said parties, &c., and hereupon the said E. F., and G. H., put in their stead

H. G., and A. R., their attornies, jointly and severally, against the said A. B., and C. D., of the said plea, (or in the said action), &c. And now at this day, (namely), on the morrow of the Holy Trinity, as well the said A. B., as C. D., come here in their own persons, (or personally come here), as the said E. F., and G. H., by the said H. G., their attorney, and the said S. T., being summoned, &c., comes likewise by G. W., his attorney, and freely warrants to them the said manor, tenements, common, free fishery, knight's fee, wards, marriages, escheats, reliefs of court, court leet, view of frankpledge, and rectory, with the appurtenances, and the said tithes, oblations, obventions, and advowson, &c. And hereupon the said A. B. and C. D., demand against the said S., tenant, by his warranty, the said manor, tenements, common, free fishery, knight's fee, wards, marriages, escheats, reliefs of court, court leet, view of frankpledge, and rectory, with the appurtenances, and the said tithes, oblations, obventions, and advowson, in the manner aforesaid, &c. And whereupon they declare, that they were seised of the said manor, tenements, commons, free fishery, knight's fee, wards, marriages, escheats, reliefs of court, court leet, view of frankpledge, and rectory, with the appurtenances, and of the said tithes, oblations and obventions, in their demesne, as of a fee and right, in time of peace, in the reign of our sovereign lord the present king, by taking the *esplices* thereof, to the value, &c., and in which, &c. And thereupon they bring their suit, &c.

Voucher.

AND the said S. T., tenant, by his warranty, defends his right, when, &c., and thereupon vouches over to warranty J. M., who is personally present here in court, and freely warrants to him the said manor, tenements, commons, free fishery, knight's fee, wards, marriages, escheats, reliefs of court, court leet, view of frankpledge, and rectory, with the appurtenances, and the said tithes, oblations obventions, and advowson, &c. And hereupon the said A. B., and C. D., demand against the said J., tenant, by his warranty, the said manor, tenements, commons, free fishery, knight's fee, wards, marriages, escheats, reliefs of court, court leet, view of frankpledge, rectory, with the appurtenances, and the said tithes, oblations, obventions, and advowson in the manner aforesaid, &c. And whereupon they declare, that they were seised of the said manor, tenements, commons, free fishery, knight's fee, wards, marriages, escheats, reliefs of court, court leet, view of frankpledge,

and rectory, with the appurtenances, and of the tithes, oblations and obventions, in their demesne, as of a fee, and also of the said advowson, as of a fee and right, in the time of peace, in the time of our sovereign lord the present king, by taking the *esplecs* thereof, to the value, &c., and wherein, &c. And thereof they bring their suit, &c.

Plea.

AND the said J., tenant by his warranty, defends his right, when, &c., and pleads that the said H., did not disseise the said A. B., and C. D., of the said manor, tenements, commons, free fishery, knight's fee, wards, marriages, escheats, reliefs of court, court leet, view of frankpledge, and rectory, with the appurtenances, and of the said tithes, oblations, obventions, and advowson, as the said A. and C. above suppose, by their said writ and declaration; and thereof he puts himself upon the country, &c.

Imparlance.

AND the said A. and C., pray leave to imparle thereto, and they have it, &c. And afterwards, the said A. and C., personally, come again into court, this very term; and the said J., although solemnly required, comes not again, but departs in contempt of the court, and makes default; therefore it is adjudged, that the said A. and C., recover their seisin against the said E. F., and G. H., of the said manor, tenements, common, free fishery, knight's fee, wards, marriages, escheats, reliefs of court, court leet, view of frankpledge, and rectory, with the appurtenances, and of the said tithes, oblations, obventions, and advowson; and that the said E. F., and G. H., have of the land of the said S. T. to the value, &c. AND FURTHER, that the said S. T., have of the land of the said J., to the value, &c., and the said J., in mercy, &c. And hereupon the said A. B., and C. D., pray his majesty's writ to be directed to the sheriff of the said county, to cause full seisin of the said manor, tenements, commons, free fishery, knight's fee, wards, marriages, escheats, relief of court, court leet, view of frankpledge, and rectory, with the appurtenances, and of the said tithes, oblations, obventions, and advowson, and it is granted to them returnable here in three weeks from the day of the Holy Trinity, &c. At which day the said A. and C., personally come here into this court, in their proper persons, and the sheriff, (namely), J. S., esq., now returns, that by virtue of the said writ, to him directed, on the 8th day of

roll, it is thus contained; heretofore, as it appears, in the seventy-first roll of the term of Saint Michael, last past, it is thus contained. *Devonshire.* A. B., and C. D., personally demand against E. F., and G. H., the manor, &c. (*going on here with the entry you had made upon the roll, and after the words, As he was commanded by the said writ.*) You conclude your exemplification thus. All, and singular, which premises, at the request of the said A. and C., by the tenor of these presents, we have commanded to be exemplified. In testimony whereof, we have caused our seal, appointed for sealing of writs in the said bench, to be affixed to the presents. Witness Sir _____ knight, at *Westminster*, the _____ day of _____ in the _____ year of our reign.

This exemplification you examine with the prothonotary, together with the roll, writ of entry, summons and seisin, the remembrance and docquet, in this manner; and having so done, you pay the prothonotary for the entry of the recovery, and filing the writs, and signing the exemplification, if the recovery be a double voucher by warrant of attorney; and if a double voucher in person, then you pay him only .

It might, perhaps, be deemed superfluous to insert the form of a double, treble, and quadruple voucher, by repeating the entry again at length, when the alteration may be easily described in the manner following.

When it is by double voucher, the tenant, instead of calling to warranty the common vouchee, calls to warranty that person which is vouched before the common vouchee, in this manner:

And the said C., in his own person, comes and defends his right, when, &c., and thereupon vouches to warranty, J. H., esquire, who is present here in court, in his own person, and freely warrants the said tenements and commons, with the appurtenances, to him, &c., and hereupon the said A. demands against him, the said J. H., tenant, by his warranty, the said tenements and commons, with the appurtenances, in manner aforesaid, &c., and whereupon he declares, that he himself was seised of the said tenements and commons, with the appurtenances, in his demesne, as of a fee and right, in time of peace, in the reign of his present majesty, by taking the *esplees* thereof, to the value, &c., and into which, &c. And thereof he brings his suit, &c.

And the said J. S., tenant, by his warranty, defends his right, when, &c.; and further, thereupon vouches to warranty J. M., who is likewise present here in court, in his own person, and freely warrants the said tenements

GIFTS.

and commons, with the appurtenances, to him, &c. And hereupon the said A. demands against him; the said J., (so on, as in the former).

GIFTS.

A DEED of gift differs in nothing from a feoffment but in the nature of the estate passing by it, for the operative words of conveyance in this case are, *do or dedi*. —West Symb. 256.

By the statute, 13 Eliz., c. 5, every grant, or gift of chattels, as well as lands, with an intent to defraud creditors or others, shall be void, as against such persons to whom such fraud would prejudice, &c., but as against the grantor himself, shall stand good and effectual; and all persons, partakers in, or privy to, such fraudulent grants, shall forfeit the whole value of the goods, one moiety to the king, and another moiety to the party aggrieved; and also, on conviction, shall suffer imprisonment for half a year.

A true and proper gift is always accompanied with delivery of seisin, and takes effect immediately; but if the gift does not take effect, by delivery of immediate possession, it is not then and properly a gift, but a contract, and this a man cannot be compelled to perform, but upon a good and valuable consideration.—2 Black. 441.

Deed of Gift of Lands.

THIS INDENTURE, made, &c., between A. B., of the one part, and C. B., (eldest son, and heir apparent of the said A. B.), of the other part.

WITNESSETH, that the said A. B., as well for, and in consideration of, the natural love and affection which he hath, and beareth unto the said C. B., as also for the better maintenance, support, livelihood, and preferment of him, the said C. B., hath given, granted, aliened, enfeoffed, and confirmed, and by these presents doth give, grant, alien, enfeoff, and confirm unto the said C. B., his heirs and assigns, all that capital messuage or mansion-house, with the dove-house, stable, barn, orchard, garden, and several pieces or parcels of land, arable, meadow, and pasture-ground thereunto adjoining and belonging, commonly called or known by the name of, &c., now or late in the tenure, possession, or occupation of, &c., their undertenants or assigns, and all that, the

manor or lordship of, &c., lying and being in, &c., together with all and singular houses, out-houses, edifices, buildings, barns, stables, courts, curtilages, gardens, orchards, lands, tenements, meadows, pastures, feedings, trees, woods, under-woods, commons, common of pasture, ways, paths, passages, waters, water-courses, easements, profits, commodities, royalties, privileges, franchises, liberties, advantages, emoluments, hereditaments, and appurtenances whatsoever, to the said capital messuage, manor, lands, tenements, hereditaments, and premises, hereby granted and confirmed unto the said C. B. as aforesaid, or any part or parcel thereof, belonging, or in anywise appertaining, or therewith commonly held, used, occupied, or enjoyed, or accepted, reputed, taken, or known as parcel of, or belonging to the same, and the reversion and reversions, remainder and remainders, rents, services, issues, and profits of all and singular the said premises, and all the estate, right, title, interest, property, claim, and demand whatsoever, of him, the said A. B., of, in, and to the said capital messuage, manor, lands, tenements and premises, and of, in, and to every part and parcel thereof, with their and every of their appurtenances, and all deeds, evidences, and writings concerning the said premises, every, or any part thereof, now in the hands, custody, or possession of the said A. B., or which he may come at, without suit at law or in equity, together with true copies of all other deeds, evidences, and writings, concerning the said premises, or any part thereof, amongst other lands; the same copies to be made, written, and taken, at the proper costs and charges of the said C. B., his heirs or assigns. TO HAVE AND TO HOLD the said capital messuage, manor, lands, tenements, hereditaments, and all and singular other the premises hereby granted and confirmed, or mentioned and intended so to be, with their and every of their appurtenances, unto the said C. B., his heirs and assigns, to the only proper use and behoof of the said C. B., his heirs and assigns, for ever. AND the said A. B., for himself, his heirs, executors, and administrators, doth covenant, grant, and agree, to and with the said C. B., his heirs and assigns, by these presents, that the said C. B., his heirs and assigns, shall and lawfully may, from time to time, and at all times hereafter, peaceably and quietly have, hold, use, occupy, possess and enjoy the said capital messuage, manor, lands, tenements, hereditaments, and premises hereby granted and confirmed, or mentioned or intended so to be, with their and every of their appurtenances, free, clear, and fully discharged, or well and sufficiently saved, defended, kept harmless, and indem-

Covenant
for peace-
able enjoy-
ment;

free from
incumbran-
ces;

nified, of, from, and against all former and other gifts, grants, bargains, sales, jointures, feoffments, dowers, estates, entails, rents, rent charges, arrears of rent, statutes, judgments, recognizances, executions, extents, statute-merchant and of the staple, and of, from, and against all former and other titles, troubles, charges, and incumbrances whatsoever, had, made, done, or suffered, by him, the said A. B., his heirs or assigns, or any other person or persons lawfully claiming, or to claim, from, under, or in trust for him or them. IN WITNESS, &c.

Deed of Gift of Personal Property.

KNOW ALL MEN BY THESE PRESENTS, that I, A. B., of, &c., in consideration of the natural love and affection which I have and bear unto my beloved brother, C. B., and also for divers other good causes and considerations, me, the said A. B. hereunto moving, have given, granted, and confirmed, and by these presents doth give, grant, and confirm, unto the said C. B., all and singular my goods, chattels, and effects, plate, jewels, lease, and personal estate whatsoever, in whose hands, custody, and possession soever they be, in the kingdom of Great Britain. To have, hold, receive, take and enjoy, all and singular the said goods, chattels, personal estate, and effects, unto the said C. B., his executors, administrators, and assigns, to the only proper use and benefit of the said C. B., his executors, administrators, and assigns, for ever. AND I, the said A. B., all and singular the said goods, chattels, personal estate, and effects, to the said C. B., his executors, administrators, and assigns, against me, the said A. B., my executors, and administrators, and all and every other person and persons, shall and will warrant, and for ever defend. IN WITNESS, &c. (1).

(1) Livery must be made similar to that of bargain and sale of goods.

GRANTS.

GRANT, (*concessio*), signifies, in the common law, a conveyance, in writing, of incorporeal hereditaments, not lying in livery, and which cannot pass by word only, as of reversions, advowsons in gross, tithes, rents, services, common in gross, &c.—Co. Litt. 172. These, therefore, pass merely *by delivery of the deed*, and he that granteth is termed the grantor; he to whom the grant is made, is the grantee.—West Symb. 234.

It differs but little from a feoffment, except in its subject matter, for the operative words used therein, are "*dedi et concessi*," have given and granted.—2 Black, 317. A rent-common, or the like, may, by a deed, be created *de novo*, and such may be made to begin at a day to come, as if A., being seised of an acre of land, in fee, grant out of it a rent of 12s. by the year to B., and his heirs in fee, or for any other estate, though it be of inheritance of freehold, to hold the said rent from Michaelmas next, or from any future day; this is a good grant of a rent *de novo*. But if the said B., having the rent in fee, afterwards grant the same from Christmas following, or from any future day, to C. and his heirs, this grant to C. and his heirs will be void; and, generally, every grant, feoffment, or other conveyance of lands or other hereditaments, (except as aforesaid), in fee, in tail, or for life, if the same feoffment, grant, or conveyance, be made to commence in future at a day to come, will be utterly void, for it would import the granting of a remainder, without a particular estate to support it, which the law, for several good reasons, will not allow. This rule holds for such estate of freehold as aforesaid, because they, (even the estate for life) are passed by livery of seisin; but this rule doth not hold in terms of years, for they may be made to commence at any future time certain, or at any future time that may be reduced to a certainty, and they are called future interests, or by the name of *interessi termini*. In all cases where a man was seized of a reversion, expectant upon any particular estate, to wit, upon an estate for years, for life, or in tail, if the owner of the reversion, made a grant thereof by a deed to another person, and the particular tenant for years, life, or in tail, attorned to that grant, or to the grantee, without the help of a livery of seisin or enrolment.

And this attornment was nothing else but the tenant's knowing of the grant and assenting thereunto, which used to be endorsed, and signed by him, on the grant; but attornments are now unnecessary, by stat. 4 Ann., c. 16, s. 9.

These attornments were formerly very necessary and common, and a writ of *quod juris clamat*, or *per quæ servitia*, or *quem redditum reddit*, was used to compel attornment of tenant; but now, when lands pass by grant, or way of use, or where a *quid juris clamat* will not lie, attornment is not necessary.

Grant of Annuity by Deed Poll, payable from the Death of the Grantor (1).

TO ALL TO WHOM, &c., A. B., of, &c., sendeth greeting. Know ye, that the said A. B., for divers good causes and valuable considerations, him hereunto moving, hath given, granted, and confirmed, and by these presents doth, &c., unto E. T., of one annuity or annual rent of l. of lawful, &c., to be well and truly paid to the said E. T. and his assigns, from and immediately after the decease of the said A. B., out of all and singular the messuages, &c., with the appurtenances, situate, &c. TO HAVE AND TO HOLD, receive, perceive, take, and enjoy the said annuity or annual rent of l. to him the said E. T., and his assigns, from and immediately after the death of him the said A. B., for and during the term of years, if he the said E. T. shall so long live; the same to be had, taken, received, and paid, by and to him the said E. T., and his assigns, at the feast of, &c., in every year, by equal portions, free and clear, of and from all taxes and deductions of what nature soever, the first payment thereof to begin and commence from such of the said feasts, as shall next happen after the decease of the said A. B. And the said A. B. for the considerations aforesaid, doth hereby further grant unto him the said E. T., that in case the said E. T., shall happen to die between any of the days of payment, whereon the said annuity is appointed to be paid, the executors, administrators, and assigns of the said E. T., shall be entitled to and receive a proportionable part of such annuity, according to the time which the said E. T. may happen to live after the day on which the then last quarter's payment shall have become due: and that the executors, administrators, and assigns of the said E. T., shall be entitled to, and may lawfully exercise all and every the powers, remedies, ways, and means, for the recovery of such proportionable part, as the said E. T. might exercise, or be entitled to for the recovery of any arrears of the said annuity,

(1) By statute 17 Geo. III., grants of annuities are to be enrolled in the court of Chancery, within twenty days after the execution, or the deed will be absolutely void. Vid. 2 Term Rep. 603. *Crossley v. Arkwright*. There are exceptions as to the enrolment, where the annuity is given by will, marriage settlement, or advancement of a child; or where secured on lands of equal or greater annual value; or where the grantor is seised in fee or fee tail in possession; or annuity granted without any pecuniary consideration; or where the annuity does not exceed 10*l.*, unless there be more than one such annuity between the same parties; or where secured by transfer of stock; or where granted by any body corporate, or under act of parliament.

which may happen to accrue during the life of the said E. T. [*Add a clause of distress, as in the next precedent*].

Of an Annuity by Indenture, with Power of Revocation, pursuant to a Power for that Purpose.

THIS INDENTURE, made, &c., between R. M., of, &c., of the one part, and N. M., one of the younger sons of the said R. M., of the other part.

WITNESSETH, that the said R. M., as well by force, virtue, and power, and according to the tenor and liberty of one proviso or clause in that behalf, mentioned or specified in an indenture, bearing date the day of

made between the said R. M., of the one part, and T. R., of of the other part, or otherwise, hath given, granted, and confirmed, and by these presents doth, by virtue of the liberty and power aforesaid, give, grant, and confirm unto the said N. M., or his assigns, one annuity or yearly rent of l. of lawful money of Great Britain, to be issuing out of all and singular the manors, lands, tenements, and hereditaments of the said R. M., situate and lying in D., or elsewhere, in the county of

TO HAVE AND TO HOLD the said annuity or yearly rent of l. unto the said N. M., and his assigns, from and immediately after the decease of the said R. M., for and during the natural life of the said N. M., the same to be paid on the several feast days of &c., by even and equal portions, free and clear of and from all taxes or deductions whatsoever, the first payment thereof to begin on such of the said feasts as shall first happen next after the decease of the said R. M. AND if it shall happen that the said annuity or yearly sum of l. or any part thereof shall be behind and unpaid, in part or in the whole, on any of the said feast days on which it ought to be paid as aforesaid, being lawfully demanded, that then, and so often, it shall and may be lawful to and for the said N. M. and his assigns, into any of the manors, lands, tenements, or hereditaments of the said R. M., or into any part thereof, to enter and distrain for the said annuity or yearly rent of l., or such part thereof as shall happen to be in arrear or unpaid, and the distress and distresses there found to take, drive, lead, or carry away, and to detain, hold, and keep, until the said annuity or annual rent of l. with all arrearages thereof, shall be fully paid and satisfied. PROVIDED NEVERTHELESS, that if the said R. M. shall at any time during his natural life, pay, or tender unto the said N. M., or to his assigns, the sum of l. or more

Clause of distress.

Proviso to be void on payment of a certain sum.

of lawful money, &c., with intent and purpose to revoke, frustrate, or make void the said annual rent, or the grant thereof, then, and from thenceforth this present deed, and the gift, grant, and limitation of the rent aforesaid, and the said annuity or yearly rent, so by these presents given and granted, shall cease and be utterly void, any thing in these presents contained to the contrary in any wise notwithstanding. IN WITNESS, &c.

Common Grant of an Annuity chargeable on Lands, by way of Demise, to a Trustee, for the Life of the Grantor.

THIS INDENTURE, made, &c., between the Most noble H., duke of C., of the first part; W. W., of the second part; and I. I., of the third part.

Recital of
the con-
tract,

WHEREAS the said W. W., hath contracted and agreed with the said H., duke of C., for the absolute purchase of an annuity, yearly rent-charge, or annual sum of £. of lawful money, &c., to be issuing out of, and charged and chargeable upon the messuages, tenements, lands, and hereditaments hereinafter particularly mentioned and described, and to be paid unto the said W. W., his executors, administrators, and assigns, free from all taxes and deductions whatsoever, for and during the term and time of the natural life of the said H., duke of C., at and for the price or sum of £. (and which said sum of £. he the said W. W., hath paid to the said H., duke of C., at or before the time of the enrolling and delivery of these presents). AND for securing the payment of the said annuity, or yearly rent-charge, or annual sum of £. to the said W. W., his executors, administrators, and assigns, during the natural life of the said H., duke of C., as aforesaid, he the said H., duke of C., by his bond or obligation in writing, bearing even date herewith, is become bound to the said W. W., his executors and administrators, in the penal sum of

— of a
bond.

£. of lawful money, &c., with a condition thereunder-written for making the same void on payment by the said H., duke of C., unto the said W. W., his executors, administrators, and assigns, yearly and every year during the life of the said H., duke of C., of one clear annuity, yearly rent-charge, or annual sum of £. of lawful money, &c., by quarterly payments on the days and times, and in the manner therein and hereinafter mentioned. AND for the better securing the payment of the said annuity, yearly rent-charge, or annual sum of £., unto the said W. W., his executors, administrators, and assigns as aforesaid, he the said H., duke of C., hath duly executed a warrant of attorney,

And war-
rant of at-
torney to
enter judg-
ment.

also bearing even date herewith, empowering certain attornies therein named to confess judgment against him in a certain action of debt on the said bond, at the suit of the said W. W., in his majesty's court of King's Bench at *Westminster*, in or as of last Trinity term, next Michaelmas term, or any other subsequent term, for the said sum of *l.*, together with costs of suit, as by the said bond and warrant of attorney, reference being thereunto respectively had, will more fully appear. Now THIS INDENTURE WITNESSETH, that for the better and more effectually securing the true and punctual payment of the said annuity, yearly rent-charge, or annual sum of *l.* unto the said W. W., his executors, administrators, and assigns, during the life of the said H., duke of C. AND also for and in consideration of the sum of *l.* of lawful, &c., to the said H., duke of C., in hand well and truly paid, at or before the sealing and delivery of these presents, (being in full for the absolute purchase of the said annuity, yearly rent-charge, or annual sum of *l.* in the condition of the said recited bond or obligation mentioned, the receipt whereof the said H., duke of C., doth hereby acknowledge, and thereof, and therefrom, and of and from every part thereof, doth acquit and discharge the said W. W., his executors, administrators, and assigns, by these presents), he the said H., duke of C., hath given, granted, and confirmed, and by these presents doth, for himself, his heirs, executors, and administrators, give grant and confirm unto the said W. W., his executors, administrators, and assigns, for and during the term and time of the natural life of him the said H., duke of C., one clear annuity, yearly rent-charge, or annual sum of *l.* of lawful money, &c., to be issuing, going, payable, had, received, and taken by and out of and from, and charged and chargeable upon all, &c. TO HAVE AND TO HOLD, receive, perceive, take, and enjoy the said annuity, yearly rent-charge, or annual sum of *l.* and every part thereof, from the day next before the day of the date of these presents, unto the said W. W., his executors, administrators, and assigns, for and during the term and time of the natural life of him the said H., duke of C., the same annuity, yearly rent-charge, or sum of *l.* to be paid and payable to him the said W. W., his executors, administrators, and assigns, at or in the common dining-hall of the *Middle Temple, London*, by four even and quarterly payments, between the hours of ten and twelve of the clock in the forenoon of the several days and times hereinafter mentioned : (that is to say), on the 25th day of March, the 25th day of June, the 25th day of September, and the 25th day of

December, in each and every year, by even and equal parts and portions, without making any deduction, defalcation, or abatement whatsoever out of the same, or out of any part thereof, for or in respect of any taxes, assessments, payments, or other matter, cause, or thing whatsoever, already taxed, charged, assessed, or imposed, or which hereafter shall or may be taxed, charged, assessed, or imposed upon the said premises, hereby respectively charged with the payment of the said annuity or annual sum, or any part thereof, or upon the said W. W., his heirs, executors, administrators, or assigns, in respect thereof, or on the said annuity, yearly rent-charge, or annual sum of £. or any part thereof, by authority of parliament or otherwise howsoever, the first payment of the said annuity, yearly rent-charge, or annual sum of £. to be made on the 25th day of next ensuing the date of these presents. PROVIDED ALWAYS, and it is hereby expressly declared and agreed by and between the said parties hereto, and it is the true intent and meaning of them, and of these presents, and the said H., duke of C., for himself, his heirs and assigns, doth hereby expressly covenant, grant, and agree, to and with the said W. W., his executors, administrators, and assigns, in manner and form following: (that is to say), that if it shall happen that the said annuity, yearly rent-charge, or annual sum of £. or any part thereof, shall at any time or times be behind or unpaid by the space of twenty-one days next over, or after any of the said days or times whereon the same ought to be paid as aforesaid, being lawfully demanded, then and from thenceforth, from time to time, and so often as the same shall happen, it shall and may be lawful to and for the said W. W., his executors, administrators, and assigns, during the life-time of the said H., duke of C., in and upon all and singular the said mesuages, &c., hereby charged with the payment thereof as aforesaid, and into and upon every or any part or parts thereof, to enter and distrain, and the distress and distresses then and there found to take, lead, drive, carry away, and impound, and the same in pound to detain and keep until the said annuity, yearly rent-charge, or annual sum of £., and all arrears thereof so unpaid, (if any shall happen to be), and all costs, damages, and expenses whatsoever, attending the making, taking, and keeping such distress and distresses, shall be fully paid and satisfied, and in default of payment thereof, in due time after such distress or distresses shall be so taken, to appraise and sell or dispose of the same distress or distresses, or otherwise to act therein, according to due course of law, to the intent that thereby

Clause of
distress in
case of non-
payment for
twenty-one
days.

and therewith the said W. W., his executors, administrators, and assigns, shall and may be fully paid and satisfied the said annuity, yearly rent-charge, or annual sum of *l.* and every part thereof, and all arrears of the same, and all costs, damages, and expenses attending the recovering of the said rent-charge, or any part thereof. AND FURTHER, that in case the said annuity, yearly rent-charge, or annual sum of *l.* or any part thereof, shall at any time or times hereafter be behind or unpaid by the space of forty days next after the same shall become due and payable as aforesaid, then and so often, from time to time, (although no formal or legal demand shall have been made thereof, or of the arrears thereof), it shall and may be lawful to and for the said W. W., his executors, &c., during the life of the said H., duke of C., in and upon all and singular the said messuages and premises hereby charged with the payment of the said yearly rent-charge as aforesaid, to enter, and the rents, issues, produce and profits thereof, and of every part thereof, to have, receive, and take to and for his and their own use, until he and they shall therewith and thereby be fully paid and satisfied the said annuity, yearly rent-charge, or annual sum of *l.* and every part thereof, and all arrears of the same, due at the time of such entry or entries respectively, as well as all such arrears thereof as shall incur or grow due during the time that he or they shall, by virtue of such entry or entries, be in possession of the said premises, together with all such costs, charges, damages, and expetises whatsoever as shall be laid out, suffered, or sustained by the said W. W., his executors, administrators, or assigns, or occasioned by or by reason of the non-payment of the same; such entry or entries, when made, to be without impeachment, of or for any manner of waste whatsoever. AND THIS INDENTURE FURTHER WITNESSETH, that for the considerations aforesaid, and also for the further, better, and more effectually securing the due and punctual payment of the said annuity, yearly rent-charge, or annual sum of *l.*, unto the said W. W., his executors, administrators, and assigns, at the days and times, and in the manner hereinbefore, and in and by the condition of the said recited bond or obligation, mentioned for payment thereof as aforesaid, and also in consideration of the sum of 5*s.*, of lawful, &c., to the said H., duke of C., in hand paid by the said I. I., at or before the ensealing and delivery of these presents, (the receipt whereof is hereby acknowledged), he, the said H., duke of C., hath granted, bargained, sold, and demised, and by these presents doth, at the request, and by and with the consent and appro-

Clause of entry on non-payment for forty-days.

Demise of the lands as a further security.

bation of the said W. W., testified by his being a party to, and executing these presents), grant, bargain, sell, and demise, unto the said I. I., all those the aforesaid several messuages or tenements and farms, and also all and singular the said manors, &c., of the said H., duke of C., hereinbefore charged with the payment of the said annuity, or yearly rent-charge of *l.*, with their, and every of their rights, members, and appurtenances, and the reversion and reversions, remainder and remainders, yearly and other rents, issues, and profits of the same messuages, &c., and every of them, and of every part thereof. To HAVE AND TO HOLD the said messuages, &c., and all and singular other the hereditaments and premises hereby granted, bargained, sold, and demised, or intended so to be, with their and every of their rights, members, and appurtenances, unto the said I. I., his executors, administrators, and assigns, from the day next before the day of the date of these presents, for and during the full time, and unto the full end and term of ninety-nine years thence next ensuing, and fully to be complete and ended, without impeachment of, or for any manner of waste, (in case the said H., duke of C., shall so long happen to live), upon the trusts, and under and subject to the provisoes and agreements hereinafter mentioned, expressed, and declared, of and concerning the same; (that is to say), IN TRUST, to permit and suffer the said H., duke of C., and his assigns, to receive and take the rents, issues, and profits, of all and singular the said messuages, &c., and of every of them, and every part thereof, with the appurtenances, until default shall happen to be made of, or in payment of the said annuity, yearly rent-charge, or annual sum of *l.*, or some part thereof, at the days, times, and place, and in the manner hereinbefore, and in and by the condition of the said recited obligation, limited and appointed for payment thereof. AND upon this further trust, that in case the same annuity, yearly rent-charge, or annual sum of *l.*, or any part thereof, shall happen to be behind and unpaid, by the space of forty-one days next over or after any of the said days, or times of payment, whereon the same is hereinbefore, and in and by the condition of the said recited bond or obligation, appointed to be paid as aforesaid, being lawfully demanded, then, and so soon, and from time to time, it shall and may be lawful, to and for the said I. I., his executors, administrators, and assigns, by and out of all and singular the said messuages, &c. hereinbefore mentioned, and hereby bargained, sold, and demised, or intended so to be, as aforesaid, and the rents, issues, produce, and profits thereof, or by de-

H., duke of C., to take the profits till default of payment;

but on non-payment for forty-one days, the trustee to enter, and out of the profits, or by mortgage of sale, to pay the annuity, &c.

mising, leasing, mortgaging, or selling the same premises, or any part thereof respectively, for all or any part of the said term of ninety-nine years hereby granted and demised as aforesaid, or by such other ways or means as to him, the said I. I., his executors, administrators, and assigns, shall seem meet, to raise and levy such sum and sums of money as shall be sufficient, from time to time, to pay and satisfy the said annuity, yearly rent-charge, or annual sum of £., or so much thereof as shall, from time to time, happen to be in arrear and unpaid, together with all such loss, costs, charges, damages, and expenses as he, the said I. I., or the said W. W., or either of them, their or either of their executors, administrators, or assigns, or any of them, shall sustain, expend, or be put unto, for or by reason, or means of the non-payment of the said annuity, yearly rent-charge, or annual sum of £., at the days and times, and in manner hereinbefore, and in and by the said recited bond or obligation, in that behalf mentioned, limited, and appointed for payment thereof, and shall and do apply and dispose of the monies arising thereby or therefrom, in payment and satisfaction thereof accordingly; and also shall and do permit, and suffer the said H., duke of C., and his assigns, to have, receive, and take the residue and overplus of the said rents, issues, profits, and produce of the same premises, over and above so much as shall be sufficient, from time to time, to pay and satisfy the said annuity, yearly rent-charge, or annual sum of £., and all arrears thereof, and all costs, damages, and expenses attending the execution of the aforesaid trusts, to and for his and their own use and benefit. Provided for PROVIDED ALWAYS, nevertheless, and it is hereby expressly declared, by and between all the said cessor of the term. parties to these presents, and it is the true intent and meaning of them, and of these presents, that from and after the decease of the said H., duke of C., and full payment and satisfaction of all arrears which shall be then due of the said annuity, yearly rent-charge, or annual sum of £., up to the day of the death of the said H., duke of C., (if any then shall happen to be), and all costs, damages, and expenses attending the execution of the aforesaid trusts, then and from thenceforth the said term of ninety-nine years hereby granted, bargained, sold, and demised, of and in the said premises, or so much thereof as shall remain undisposed of, for the purposes aforesaid, shall cease, determine, and be utterly null, void, and extinguished, to all intents and purposes whatsoever, these Covenant for payment of the annuity, presents, or any thing herein contained to the contrary thereof in anywise notwithstanding. AND the said H., duke of C., for himself, his heirs, executors, adminis-

trators, and assigns, doth hereby covenant, promise, grant, and agree, to and with the said W. W., his executors, administrators, and assigns, in manner and form following; (that is to say), that he, the said H., duke of C., his heirs, executors, or administrators, shall and will, from time to time, and at all times hereafter, during the natural life of him, the said H., duke of C., well and truly pay, or cause to be paid, unto the said W. W., his executors, administrators, and assigns, the said annuity, yearly rent-charge, or annual sum of £, of lawful money, &c., at the days, times, and place, and in the manner hereinbefore, and in and by the condition of the said recited bond or obligation, limited and appointed for payment of the same, without making any deduction or abatement whatsoever thereout, or out of any part thereof, on account of taxes, or any other account or pretence whatsoever, as aforesaid. AND MOREOVER, that all and singular the said messuages, &c., so charged with the said annuity, yearly rent-charge, or annual sum of £, as aforesaid, shall, from time to time, and at all times, during the natural life of him, the said H., duke of C., remain, continue, and be ever subject and liable to the distress and distresses of the said W. W., his executors, administrators, and assigns, for the said annuity, yearly rent-charge, or annual sum of £, and the arrears thereof, and all costs, damages, and expenses whatsoever, to be occasioned by, or by reason of any non-payment thereof, free and clear of and from all former and other charges and incumbrances whatsoever. AND that, (for and notwithstanding any act, deed, matter, or thing whatsoever, by him, the said H., duke of C., or any of his ancestors, at any time heretofore had, made, done, committed, or wittingly or willingly suffered to the contrary), he, the said H., duke of C., now is, at the time of the sealing and delivery of these presents, lawfully, rightfully, and absolutely seised of and in, or well and sufficiently entitled unto, all and singular the said messuages, &c., hereinbefore mentioned and described, with their and every of their rights, members, and appurtenances, of a good, sure, perfect, absolute, and indefeasible estate, for and during the term of his natural life, without any manner of condition, trust, power of revocation, remainder, or limitation of any use or uses, or other restraint, matter, or thing whatsoever, to alter, change, charge, defeat, incumber, or make void the same. AND that, (for and notwithstanding any such act, deed, matter, or thing as aforesaid), he, the said H., duke of C., at the time of the sealing and delivery of these presents, hath in himself good right, full power, and lawful and absolute authority to give, grant, and

and that
the lands
shall be
subject to
distress ;

— that
the grantor
is absolute-
ly seised of
the pre-
mises,

and has
power to
grant.

confirm the said annuity, yearly rent-charge, or annual sum of £., unto the said W. W., his executors, administrators, and assigns, for and during the natural life of him, the said H., duke of C., and also to demise and grant the said messuages, &c., hereinbefore mentioned and demised to the said T. L., his executors, administrators, and assigns, for the term of ninety-nine years, if he, the said H., duke of C., shall so long live, upon the trusts aforesaid. And further, that it shall and may be lawful, to and for the said W. W., his executors, administrators, and assigns, from time to time, and at all times hereafter, to have, hold, perceive, receive, and take the said annuity, yearly rent-charge, or annual sum of £., and every part thereof, for and during the term of the natural life of him, the said H., duke of C., in manner aforesaid, and according to the true intent and meaning of the said recited bond and of these presents, without the lawful let, suit, trouble, denial, eviction, ejection, interruption, claim, or demand whatsoever, of or by the said H., duke of C., or any other person or persons whomsoever, lawfully claiming or to claim by, from, under, or in trust for him or any of his ancestors; and that free and clear, and freely and clearly, and absolutely freed, acquitted, exonerated, released, and for ever discharged, or otherwise, by the said H., duke of C., sufficiently saved, defended, kept harmless, and indemnified, of, from, and against all and all manner of former and other gifts, grants, bargains, sales, leases, jointures, dowers and title of dower, uses, trusts, wills, entails, statutes, recognizances, extents, elegits, executions, rents, arrears of rents, annuities, legacies, sums of money, yearly payments, forfeitures, re-entries, cause and causes of forfeiture and re-entry, debts of record, debts due to the king's majesty, and of, from, and against all other estates, titles, troubles, charges, and incumbrances whatsoever, already or hereafter to be had, made, committed, done, or suffered, by the said H., duke of C., or any person or persons whomsoever, claiming or to claim, by, from, or under, or in trust for him, or any of his ancestors. And lastly, that he, the said H., duke of C., and all and every other person and persons whomsoever, lawfully claiming, or to claim, by, from, or under, or in trust for him or any of his ancestors, shall and will, from time to time, and at all times hereafter, during the term of the natural life of him, the said H., duke of C., upon any reasonable request to be made for that purpose, by the said W. W., his executors, administrators, or assigns, but at the proper costs and charges in the law, of the said H., duke of C., make, do, acknowledge, levy, suffer,

Grantee to take the annuity.

without hindrance.

free from any incumbrances.

Covenant for further assurance.

and execute, or cause and procure to be made, done, acknowledged, levied, suffered, and executed, all and every or any such further and other lawful and reasonable act and acts, deed and deeds, devices, conveyances, and assurances in the law whatsoever, for the further, better, more perfectly, and absolutely granting, assuring, and confirming the said annuity, yearly rent-charge, or annual sum of £., unto the said W. W., his executors, administrators, and assigns, for and during the term of the natural life of him, the said H., duke of C., in manner aforesaid; and for the further and better conveying, assuring, and confirming, all and singular the said messuages, &c., with their and every of their rights, members, and appurtenances hereinbefore mentioned, and hereby demised unto the said I. I., his executors, administrators, and assigns, for all the remainder of the said term of ninety-nine years, which shall be therein then to come and unexpired, and according to the true intent and meaning of these presents, as by the said W. W., his executors, administrators, and assigns, or his or their counsel, shall in that behalf be reasonably devised, or advised, and required. AND it is hereby covenanted, concluded, and agreed upon, by and between the said parties to these presents, and it is hereby declared, that the said W. W., his executors, administrators, and assigns, shall be paid a proportionable part of the said yearly rent-charge, or sum of £., from the commencement of any quarter of a year, wherein the said H., duke of C., shall happen to die, up to and until the day of his death. IN WITNESS, &c.

Annuity to be apportioned in case of death.

Grant of an Annuity charged on Land which is conveyed, in Trust, to sell, for better securing same, subject to a Proviso for re-purchase.

THIS INDENTURE, made, &c., between A. B., of, &c., and C. his wife, of the first part; C. D., of, &c., of the second part; [grantee], of the third part; and [a trustee for grantee], of the fourth part.

WHEREAS, &c. [recites the title of A. B., and C. his wife, to the hereditaments; recites a mortgage from A. B., and C. his wife, to the said C. D.]. AND WHEREAS, there is now due and owing unto the said C. D., upon the security of the said hereinbefore recited indenture of mortgage, the said principal sum of £., and no more, all interest for the same having been paid up to the day of the date hereof, which he, the said [mortgagee], doth hereby acknowledge. AND WHEREAS, the said [grantee], hath contracted and agreed with the said A. B., and C. his wife, for the purchase of an an-

nuity, or yearly sum of £., at or for the price or sum of £.; and that the said [grantors] should secure such annuity, or yearly sum of £. by such grant thereof, and such covenant for payment of the same, as are hereinafter contained; and also, by such grant and release, in trust, for sale, as are hereinafter contained, of the messuage, lands, and premises situate, &c. and upon such treaty it was also agreed, that the said [grantors], should execute a warrant of attorney for confessing a judgment against them, at the suit of the said [grantee], as a collateral security for the payment of the same annuity, intended to be hereby secured, and that judgment should be forthwith entered up, upon or by virtue of the said warrant of attorney; and upon such purchase it was also agreed, that the said annuity should be subject to re-purchase, upon the terms and in manner expressed in the proviso for that purpose, hereinafter contained; and that all costs, charges, and expenses attending, and incident to, the preparing and completing the securities for the said annuity, and the enrolling of a memorial thereof, should be borne and paid by the said [grantors]. AND WHEREAS, in part performance of the said agreement, the said [grantors], have executed a warrant of attorney, bearing even date with the presents, and thereby empowering certain attornies, therein named, to confess a judgment against them in his majesty's court of King's Bench, at Westminster, in, or, as, of, &c., at the suit of, &c., for, &c.; besides costs of suit. NOW THIS INDENTURE WITNESSETH, that, in pursuance of the said agreement, and in consideration of the sum of £., part of the said sum of £., purchase money, to the said [mortgagee], in hand well and truly paid by the said [grantee], by the hands of the said _____, his agent for that purpose, at or before the sealing and delivery of these presents, at the request and by the direction of the said [mortgagor], signified by his executing these presents, in full discharge of all principal money, and interest, due and owing to the said [mortgagee], by virtue of the said recited security, the receipt, &c. And also, in consideration of the sum of £., (being the remaining part of the said purchase money, or sum of £. to the said [mortgagor], the receipt, &c., he, the said [mortgagor], hath given, granted, and confirmed, and by these presents, doth give, grant, and confirm unto the said [grantee], his executors, administrators and assigns, for and during the natural lives of A. S., T. V., and W. Z., and the lives and life of the survivors, and survivor of them, one annuity, or clear yearly rent, or sum of £., of lawful money of Great

Britain, to be yearly issuing, payable, going, had and received, and taken by the said [*grantee*], his executors, administrators, and assigns, out of, and to be charged and chargeable upon, all and singular the said messuages, &c., hereinbefore mentioned and described, in and by the said recited indentures of, &c., and thereby granted and released to the said, &c., and all and singular their rights, members, and appurtenances, to have, receive, perceive, take, and enjoy, the said annuity, yearly rent, or annual sum of £. , and every part thereof, unto the said [*grantee*], his executors, administrators, and assigns, for and during the natural lives of, &c. and lives and life of the survivors and survivor of them, and to be paid and payable to the said [*grantee*], his executors, administrators, and assigns, at, &c., by four equal quarterly payments, on the days following, that is to say, the day of the day of the day of and the day of in each and every year, (the first payment thereof to begin and be made on the day of next ensuing), without any deduction or abatement thereout, for or an account of, or in respect of, any now existing, or hereafter to be imposed, parliamentary, or other taxes, charges, rates, or impositions whatsoever, or on any other account whatsoever; and in case the survivor of them, the said, &c., shall die on other day of the year than one of the said quarterly days of payment, then also a proportionate part of the said annuity, or yearly sum of £. , for the time which, at the death of such survivor, shall have elapsed since either the date of these presents, or the then lastly quarterly day of payment, as the case may be, such proportionate part to be paid within fourteen days after the death of such survivor, as aforesaid. PROVIDED ALWAYS, &c. [*Add covenant for entry and distress in default of non-payment; also, to enter and receive rents and profits, &c.; add a covenant from grantor for payment of the annuity, and the proportionate part, &c.*] AND THIS INDENTURE ALSO WITNESSETH, that, in further pursuance of the said agreement, and for the consideration aforesaid, and for the more effectually securing the payment of the said annuity, or annual sum of £. , unto the said [*grantee*], in manner aforesaid; and also in consideration of the sum of 5s. of, &c., to each of them the said A. B., and C. his wife, [*and mortgagee*], in hand, &c., paid by the said [*grantee*], the receipt, &c., he the said [*mortgagee*], at the request and by the direction of the said [*grantors*], and on the nomination and appointment of the said [*grantee*], testified by their respectively being parties to, and executing these presents, hath bargained,

sold, and released; and, by these presents, doth bargain, sell, and release; and the said A. B., and C. his wife, at the nomination and appointment of the said [*grantee*], testified as aforesaid, have and each of them hath granted, bargained, sold, released, and confirmed, and by these presents do and each of them doth, &c., unto the said [*trustee*], (in his actual possession, &c.), and to his heirs and assigns, all, &c., together with, &c. [*usual general words, reversion, estate, &c.*] TO HAVE AND TO HOLD, the said messuages or tenements, land, hereditaments, and premises hereinbefore described, and intended to be hereby granted and released, with the appurtenances (subject, nevertheless, to the said annuity, or yearly sum, of £. expressed to be hereby granted, and to the powers and remedies hereinbefore granted and leased, for the recovery thereof, or intended so to be), unto the said [*trustee*], his heirs and assigns, to the use and behoof of the said [*trustee*], his heirs and assigns, for ever, UPON, and for the trusts, interests, and purposes hereinafter expressed and declared, and of and concerning the same; (that is to say), upon trust, in the first place, to permit and suffer the said A. B. and C. his wife, and their respective heirs and assigns, to receive and take the rents and profits of the said hereditaments and premises expressed to be hereby granted and released, with the appurtenances, according to their respective estates; right, and interest therein, until default shall happen to be made of, or in part of, the said annuity, or yearly rent of £., or some part thereof, at or upon the days or times, and in manner hereinbefore appointed, for payment thereof; and upon further trust, that in case the said annuity, or yearly rent-charge, or any part thereof, shall happen to be behind and unpaid, by the space of months, next over or after any of the said days or times therein-before appointed thereof, then, that the said [*trustee*], his heirs and assigns, shall and do forthwith, or as soon as possibly may be, without any further consent or concurrence of the said A. B., and C. his wife, their heirs or assigns; and either by public auction or private contract, to sell, convey, and dispose of the said messuage, &c., either entirely or by parcels, to any person or persons who shall be willing to become the purchaser or purchasers thereof, and his and their heirs for ever, for the best price or prices that can be reasonably had or gotten for the same. AND it is hereby agreed and declared, by and between the said parties hereto, that the said [*trustee*], his heirs, executors, administrators, and assigns, shall stand and be possessed of, and intrusted in, the monies to arise and be produced by such sale or sales as aforesaid, UPON THE TRUSTS,

GRANTS.

and to and for the intents and purposes hereinafter mentioned, expressed, and declared, of or concerning the same (that is to say), in trust, in the first place, to pay and satisfy the costs, charges, and expenses of preparing for and making such sale or sales as aforesaid, and all other the costs and expenses which the said [trustee], his heirs or assigns, shall be put unto, in, or about the performance and execution of the trusts aforesaid; and, in the next place, to pay and satisfy unto the said [grantee], his executors, administrators, and assigns, all arrears which shall be then due on the said annuity or yearly rent-charge; together with all such costs, charges, losses, damages, and expenses, as the said [trustee], his executors, administrators, or assigns, shall sustain, expend, or be put unto, for, or by reason or means of, the non-payment thereof. AND from and after, and subject to the payments aforesaid, upon trust, to lay out and invest the residue and surplus of the monies which shall arise, and be produced, by such sale or sales, in the name or names of him the said [trustee], his, &c., or in the purchase of a competent share, or competent shares, of the parliamentary stocks, or funds of *Great Britain*, or at interest upon government securities, to be from time to time altered, varied, and transposed, in, for, and upon such funds or securities, of the same or the like nature, as often as the said [trustee], his heirs or assigns, or the trustee or trustees for the time being, of the same stocks, funds, and securities shall think fit; and to stand possessed of, and interested in, such stocks, &c., upon the trusts following, (that is to say), upon trust, that the said [trustee], his, &c., and the trustee or trustees for the time being, by and out of the stocks, funds, and securities, during the natural lives, of, &c., and the lives and life of the survivors and survivor, pay and satisfy unto the said [grantee], his executors, administrators, and assigns, the said annuity, or yearly rent-charge of . l., expressed to be hereby granted, at the days and times, and in manner hereinbefore appointed for payment thereof: AND also to pay and satisfy unto himself, and themselves, the said trustees, his heirs, and assigns, or such other trustee or trustees, as aforesaid, all costs, charges, and expenses which he, they, or any of them, shall be put unto, in the execution of* the trusts, hereby in him or them reposed: AND from and after, and subject to the payments aforesaid, do and shall, from time to time, pay the residue and surplus of such dividends, interest, and *annual produce*, unto the said A. B., and C. his wife, their heirs, executors, administrators, and assigns, in proportion to their respective estates and interests in the

said messuages, &c., expressed to be hereby granted and released, to and for his and their own use, and subject, and without prejudice, to the trusts hereinbefore declared respectively, of *the said stocks, funds, and securities*, upon trust, that they the said [trustees], and the survivor of them, his heirs or assigns, or other the trustee or trustees, as aforesaid, shall and do stand possessed of such monies, stocks, funds, and securities, in trust, for the said A. B., and C. his wife, their heirs, executors, administrators, and assigns, in proportion to their respective estates and interests in the said messuages, &c., expressed to be hereby granted and released, to and for his or their own use. AND subject, and without prejudice, to the trusts hereinbefore declared, of the same messuages, &c., upon trust, that they, the said trustees, and the survivor of them, his heirs and assigns, shall and do stand seized of *the said messuages* expressed to be hereby granted and released, upon trust, for the said A. B., and C. his wife, their heirs and assigns, according to their respective estates, rights, and interests therein. PROVIDED ALWAYS, [a clause that trustees' receipts should be a discharge to purchasers, and that such purchasers should not be bound to see the application of the purchase-money; and a proviso, that, in case of trustees dying, or desirous of being discharged, to appoint other trustees; and that all the interest, estate, and premises, should thereupon, with all convenient speed, be conveyed, transferred, assigned, and assured, respectively, according to the respective natures thereof, in such manner as that the same should be legally and effectually vested in such newly appointed trustees, &c.; and declaration, that trustees shall be only liable for such money, &c., as shall respectively come to their hands, and not answerable, &c.; and a covenant from A. B., the mortgagee, with trustee, that he has done no act to encumber; and a covenant was here added from [grantor], and C. his wife, to levy a fine, and the uses are declared, "in the first place, for corroborating and confirming the grant hereinbefore contained, and hereby made, or intended so to be, by and on the part and behalf of the said A. B., and C. his wife, of the said annuities, or annual rent, or sum of £ l., and of the several powers of distress and entry on the said messuages, lands, and hereditaments, and perception of the rents, issues, and profits thereof, for securing the payment of the said annuity, as aforesaid; and all other powers and remedies, in and by these presents granted by the said C. D., and E. his wife, or intended so to be, and subject, and without prejudice, to the same annuity, or yearly rent, and to the several powers and

“ remedies for recovering thereof, as aforesaid, and every
 “ of them, to the use of the said [trustees], their heirs and
 “ assigns, for ever, upon and for the trusts, intents, and
 “ purposes, hereinbefore expressed or declared, of and
 “ concerning the same messuage, lands, and heredita-
 “ ments.” (Add a covenant, that from C. D., and E. his
 wife, with [grantee], his executors, &c.; and also, as a
 separate covenant, with [trustee], his heirs and assigns,
 “ that they, the said A. B., and C., his wife, or the one of
 them,” have or hath full power to charge the said mes-
 suages with the said annuity, and the powers and reme-
 dies, thereinbefore contained, for securing the payment
 thereof; and also to grant, release, and assure, the said
 messuages, &c.; expressed, or intended to be hereby
 granted and released, with the appurtenances, upon and
 for the trusts thereinbefore declared; AND ALSO, that
 all and singular the said messuages, &c., then were, or
 should from time to time, and at all times thereafter,
 during the continuance of the said annuity, or yearly
 rent of l., remain, continue, and be open to, and
 sufficient for such distress and entries, as aforesaid, of
 the said [grantee], his executors, &c., in case of non-
 payment, to him or them, of the said annuity, or yearly
 rent, at the days, and times, and in manner appointed
 for payment of the same, as aforesaid; AND, that the
 hereditaments are free from incumbrances; and a cove-
 nant for the further and better more perfectly and
 absolutely granting and securing the said annuity, or
 yearly rent, or sum, to the said [grantee], his executors,
 &c., by and out of the said messuage, &c., for and during
 the lives of, &c.; and also for better assuring the said
 messuages, &c.) AND WHEREAS, the said judgment, so
 to be confessed in his majesty’s court of King’s Bench, at
 Westminster, for the said sum of l., and costs of suit,
 as aforesaid, is agreed shall be entered upon record, in
 the said court, as of Trinity term now last past, or some
 other subsequent term. NOW THIS INDENTURE FUR-
 THER WITNESSETH, and it is hereby agreed and de-
 clared, between and by the said parties hereto, that the
 judgment so to be entered up against the said [grantor]
 and E., his wife, as aforesaid, is intended and agreed to
 be a further security to the said [grantee], his execu-
 tors, administrators, and assigns, for the payment of the
 said annuity, or yearly rent, or sum of l., at the
 several days and times hereinbefore appointed for pay-
 ment thereof, and that no execution shall be issued, or
 taken out, upon the said judgment, unless and until the
 said annuity or yearly sum, or some part thereof, as
 aforesaid, or such proportionable part thereof, as afore-
 said, shall be in arrear and unpaid, by the space of

twenty-one days next the same shall become due and payable; and that in case, and when and so often as the same shall happen, it shall be lawful for the said [grantee], his executors, administrators, and assigns, to sue out such execution or executions, upon or by virtue of the said judgment, as he or they shall think fit, against the said A. B., and C. his wife, for the recovery of the said annuity, yearly rent, or sum of £, and all arrears thereof, and all costs, charges, and expenses, which he, the said [grantee], his executors, administrators, and assigns, shall sustain, or be put unto, for or by reason of the non-payment thereof, or of any part thereof; AND after payment thereof, do and shall pay the residue and surplus to the said A. B., and C. his wife, their executors, administrators, and assigns, according to their respective rights and interest therein. AND IT IS HEREBY AGREED AND DECLARED, that it shall not be necessary for the said [grantee], his executors, administrators, and assigns, to revive, or cause to be revived, the said judgment, or to do any other act to keep the same on foot, notwithstanding the same shall have been entered up afterwards, for the space of one year or upwards, nor shall it be necessary for him or them to sue out any writ of *scire facias*, to assess damages; and that the said A. B., and C. his wife, or either of them, or their, or either of their executors or administrators, shall not, nor will, have, or take any advantage of the want of reviving, or keeping on foot, the said judgment, or the want of issuing such *scire facias*, any rule, or order of court, or other matter or thing, to the contrary notwithstanding. [*Here add the proviso for re-purchase of the said annuity, and redemption of the premises, on payment by the said [grantors], of the said sum of £. to the [grantee], his executors, administrators, and assigns, &c. And here may be added, an appointment of a receiver for better securing annuities.*] IN WITNESS, &c.

Grant of an Annuity for the Life of a third Person, secured by an Assignment of Stock to Trustees.

THIS INDENTURE, made, &c., between I. F. of the first part; R. M., of the second part; and A. B. and C. D., of the third part.

WHEREAS, the said R. M., hath contracted and agreed with the said I. F., for the purchase of an annuity, or yearly sum of £. during the life of G. H., at or for the price or sum of £.; the said annuity to be secured by the transfer of old S. S. annuities from

the said I. F., to the said A. B. and C. D., upon and for the trusts, intents, and purposes, and with, under, and subject to the provisos, declarations, and agreements hereinafter declared and expressed of and concerning the same: AND the said I. F. hath accordingly transferred to the said A. B. and C. D., the sum of

l. old S. S. annuities, which are now standing in their names, as by the book kept at the S. S. house, for the transferring of stock and other purposes, reference being thereunto had, will appear. NOW THIS INDENTURE WITNESSETH, that for and in consideration of the sum of

l. of lawful, &c., to the said I. F., in hand well and truly paid by the said R. M., at or before the sealing and delivery of these presents, the receipt, &c. And for securing the payment of the said annuity or yearly sum of

l., during the life of the said G. H., to and for the use of the said R. M., his executors, &c., in manner hereinafter mentioned, it is hereby agreed and declared, by and between the said parties hereto, that the said sum of

l., old S. S. annuities was so transferred by the said I. F., to the said A. B. and C. D., as aforesaid, and that they the said A. B. and C. D., and the survivor of them, and the executors, administrators, and assigns of such survivor, do and shall stand and be possessed of all the said S. S. annuities so transferred as aforesaid, upon and for the trusts, intents, and purposes, and under and subject to the provisos, declarations, and agreements, hereinafter expressed and contained; (that is to say), UPON TRUST that they the said A. B. and C. D., and the survivor of them, and the executors, &c. of such survivor, shall and do, from time to time, during the life of the said G. H., as and when the said old S. S. annuities shall become payable, receive and pay the same annuities to the said R. M., his executors, administrators, or assigns, or unto such person or persons, as he or they shall order or direct; AND ALSO do and shall, from and after the decease of the said G. H., receive the said old S. S. annuities, and thereout pay unto the said R. M., his executors, &c., or as he or they shall order or direct, a proportionable part of the said annuity or yearly sum of

l., from the commencement of any quarter of a year wherein the said G. H. shall happen to die, up to and until the day of his death, according to the covenant of the said I. F., hereinafter for this purpose contained, and the intent and meaning of these presents: AND from and after the decease of the said G. H., and full payment of the said annuity or sum of

l., and such proportionable part thereof as aforesaid, then that the said A. B. and C. D., and the survivor, &c., shall

to receive the same as due, and pay them over to R. M., &c., during the life of G. H., with a proportionable part, on death, within the quarter;

and on death of G. H., &c., to transfer to I. F., his executors, &c.

to receive the same as due, and pay them over to R. M., &c., during the life of G. H., with a proportionable part, on death, within the quarter;

and on death of G. H., &c., to transfer to I. F., his executors, &c.

to receive the same as due, and pay them over to R. M., &c., during the life of G. H., with a proportionable part, on death, within the quarter;

and on death of G. H., &c., to transfer to I. F., his executors, &c.

and do stand and be possessed of the said old S. S. annuities. IN TRUST for the said I. F., his executors, administrators, and assigns, and transfer the same to him or them accordingly. PROVIDED ALWAYS, and it is hereby agreed and declared, that if the said A. B. shall happen to die in the lifetime of the said G. H., then in such case it shall and may be lawful to and for the said I. F., his executors and administrators, by any writing or writings, to be signed with his or their hand or hands, to nominate or appoint fit persons, or a fit person to be trustees, or a trustee, for the purpose aforesaid, in the place and stead of the said A. B., and so from time to time, as often as any trustees or trustee so nominated by the said I. F., his executors, or administrators, shall die in the lifetime of the said G. H., in like manner to nominate or appoint trustees, or a trustee, in the place and stead of such deceased trustees or trustee. AND it is hereby also declared and agreed, that if the said C. D., (*the like power of appointment given to R. M. in case of the death of C. D., the other trustee of G. H.*). AND that when and so often as any such new trustee shall be nominated or appointed as aforesaid, all the said old S. S. annuities shall, with all convenient speed, be assigned or transferred so and in such manner, as that the same may and shall be legally and effectually vested in the then surviving trustees or trustee, so to be nominated and appointed as aforesaid, upon and for the trusts, intents, and purposes, and under and subject to the provisos, declarations, and agreements herein declared and expressed of and concerning the same. PROVIDED ALSO, and it is hereby further agreed and declared, that if the said old S. S. annuities, or any of them, or any part or parts thereof, shall at any time or times during the life of the said G. H., be purchased, redeemed, or discharged by government, then and in every such case, the monies which shall thereby, or in consequence thereof, be received by the said trustees, or trustee, for the time being, shall, with the consent and approbation of the said R. M. and I. F., their respective executors or administrators in writing, signed with their hands, be invested or laid out in some of the public stocks or funds, or other government security or securities, at interest, in the name or names of the then trustees or trustee of the premises for the time being, upon and for such and the like trusts, intents, and purposes, and under and subject to the like provisos, declarations, and agreements, as are herein declared and expressed of or concerning the said old S. S. annuities. AND the said I. F., doth hereby for himself, his heirs, executors, and administrators

Proviso for appointment of new trustees;

and the requisite transfer upon the same trusts.

Proviso in case of redemption of the annuities by government.

Covenant by the grantor that

in case the S. S. annuities shall be insufficient to answer the newly granted yearly sum, he will make good the deficiency.

Covenant to pay the proportionable part of the annuity, in case of death.

Trustees not to be answerable but for what shall be actually received, &c. ;

nor for each other.

Trustees may reimburse themselves.

tors, covenant, promise, and agree to and with the said A. B. and C. D., their executors, &c., that if the said old S. S. annuities shall at any time or times during the life of the said G. H., become or be insufficient to answer and pay the whole of the aforesaid yearly sum of

£., by equal quarterly payments, on the days and times hereinbefore for that purpose mentioned, then and in such case, he the said I. F., his heirs, executors, or administrators, shall and will, from time to time, and as often as it shall so happen during the life of the said G. H., well and truly pay, or cause to be paid, unto the said trustees, or trustee, for the time being, such sum and sums of money as, together with the said annuities, will amount and make up the whole of the said yearly sum of

£., upon and for the trusts, intents, and purposes, hereby declared and expressed of and concerning the same. AND the said I. F., for himself, his heirs, executors, and administrators, doth hereby covenant, promise, and agree to and with the said R. M., his executors, administrators, and assigns, that he the said I. F., his heirs, executors, or administrators, shall and will well and truly pay, or cause to be paid, unto the said R. M., his executors, administrators, or assigns, a proportionable part of the said annuity or yearly sum of

£., from and after any of the said quarterly days aforesaid, next immediately preceding the death of the said G. H., up to and until the day of his death, in case such death shall happen at any intermediate time between any of such quarterly days. PROVIDED ALWAYS, and it is hereby declared, that the trustees of the premises for the time being, or any of them, or their or any of their executors or administrators, shall not be charged or chargeable with, or accountable for, any more money than they shall respectively actually receive, or shall come to their respective hands, by virtue of the trusts aforesaid, nor with or for the losses of such monies, or any part thereof, so as the same happen without their respective wilful default, nor the one of them for the other of them, nor for the acts, deeds, receipts, or disbursements of the other of them, but each for his own act, deeds, and receipts only. AND ALSO, that it shall and may be lawful to and for the said trustees, and each of them, their and each of their executors and administrators, by and out of the said trust monies, to deduct and reimburse themselves respectively all such costs, charges, and expenses, as they or any of them shall pay, sustain, expend, or be put unto, for, or by reason of the trusts hereby in them reposed, or the management or execution thereof, or in anywise relating thereto. IN WITNESS, &c.

Grant of a Reversion, (1).

THIS INDENTURE, made, &c., between A. B. of the one part; and C. D. of the other part.

WHEREAS, by indenture, bearing date, &c., and made between, &c., all that messuage, &c., were and stand limited and assured to the use of the said A. B., during the term of his natural life, with remainder to the use of the said, &c., their executors, &c., for 500 years, without impeachment of waste. IN TRUST, for raising portions and maintenance for the daughters and younger sons of such marriage; and after the expiration of such term of five hundred years, and subject thereto, to the use of the first and other sons of the body of the said A. B., in tail male, and for default of such issue, to the use of the said A. B., his heirs and assigns for ever. AND WHEREAS, there is at present no issue of the said marriage, and the said C. D., hath contracted and agreed to and with the said A. B., for the absolute purchase of the reversion in fee simple of and in the said messuage, &c., to take effect upon the decease of him the said A. B., and failure of issue of his body as aforesaid, at or for the price or sum of £. Now THIS INDENTURE WITNESSETH, that for and in consideration of the sum of £., by the said C. D. to the said A. B., in hand paid, &c., the receipt, &c., he the said A. B., HATH granted, (2) aliened, released, and confirmed, and by these presents BOTH GRANT, &c., unto the said C. D., his heirs and assigns, all that the remainder or reversion of him the said A. B., in fee simple, expectant and to take effect in possession on the decease of him the said A. B., and upon and after the end, expiration, or other sooner determination of the said term of 500 years, and upon and after failure of issue male of the said A. B., of and in ALL that messuage, &c., and all the estate, &c. TO HAVE AND TO HOLD the said remainder or reversion in fee simple, by these presents granted or expressed, or intended so to be, expectant and to take effect in possession as aforesaid, of and in the same messuage, &c., with their and every of their rights, members, and appurtenances, unto the said C. D., his heirs and assigns, to the only proper use of him the said C. D., his heirs and assigns, for ever. [*Common covenants for title*]. IN WITNESS, &c.

(1) A person in remainder or reversion, may grant and convey without a lease for a year, which, though commonly made use of, is not necessary.

(2) The proper and efficacious word is "*granted*." The words "*bargained and sold*" will have no operation, unless the deed be inrolled. The others, though frequently inserted, are at least superfluous. C. D. being stated as a stranger, he can have no estate on which the words "*released and confirmed*" can operate.

By Patron of a Rectory, of the next Presentation.

THIS INDENTURE, made between the Right Hon. S., Lord Viscount H., patron of the rectory of the parish church of L., in the county of N., and diocese of of the one part; and C. D. of the other part.

WHEREAS, the said Lord Viscount H., intends shortly to leave the kingdom of *Great Britain*, and to go to the island of B. to take on him the government of that island, which his majesty has been pleased to confer on him. NOW THIS INDENTURE WITNESSETH, that for and in consideration of the sum of 5s. of lawful, &c., to him the said Lord Viscount H. by the said C. D., at or before, &c., paid, the receipt, &c., and for divers other good causes and valuable considerations him the said Lord Viscount H. hereunto moving, he the said Lord Viscount H., HATH granted, bargained, and sold, (1) and by these presents DOTH GRANT, &c., unto the said C. D., his executors, administrators, and assigns, the next presentation, donation, collation, and free disposition of the rectory of the parish church of L. aforesaid, when the same shall next become void by the death, resignation, cession, or deprivation of the Rev. R. S., clerk, the present incumbent, or otherwise, TO HAVE AND TO HOLD the same unto the said C. D., his executors, administrators, and assigns, upon the trust following; (that is to say), in case the said S., Lord Viscount H., shall, at the next vacancy or avoidance of the said church, be living and resident in the said island of B., or be otherwise absent from *Great Britain*, then the said C. D., his executors or administrators, shall and may present such person, duly qualified according to law, to the bishop of the diocese, or ordinary of the place, who is rector of the said church, in order to his being instituted and inducted into the rectory of the said church, as he the said C. D., his executors or administrators, shall think proper. PROVIDED, nevertheless, that in case at the next vacancy or avoidance of the said church, the said S., Lord Viscount H., shall be either resident in *Great Britain*, or shall be then dead, then and in either of the said cases these presents, and every thing herein contained, shall cease, determine, and be absolutely void. IN WITNESS, &c.

(1) "*Hath bargained and sold.*" This may operate as a bargain and sale, without inolment, as the next presentation is only a *chattel interest*. Had it been a perpetual advowson, it would have been otherwise: and the word "*grant*" should be always inserted in the conveyance of *incorporeal things*.

The Presentation (1).

To the Right Reverend Father in God by
 divine permission, Lord Bishop of to his vicar-
 general in spirituals, or to any other person or persons,
 having or to have sufficient authority in this behalf;
 A. B., of in the county of esq., the true
 and undoubted patron of the rectory and parish church,
 [or vicarage and parish church], of in the county
 of and your lordship's diocese of greeting.
 I present to your lordship, and to the rectory and parish
 church, [or vicarage and parish church], of afore-
 said; now void by the natural death [or resignation] of
 the last incumbent there, and to my presenta-
 tion in full right belonging, my beloved in Christ, C. D.,
 of bachelor of arts, humbly praying that your
 lordship would be graciously pleased to admit, and ca-
 nonically to institute him, the said C. D., to the rectory
 and parish church [or vicarage, &c.], of afore-
 said, to invest him with all and singular the rights, mem-
 bers, and appurtenances thereunto belonging; to cause
 him to be inducted into the real, actual, and corporeal
 possession thereof, and to do all other things which, to
 your pastoral office may, in this case, appertain or be-
 long. IN WITNESS whereof, I have hereunto set my
 hand and seal, this day of in the year of
 our Lord one thousand eight hundred and
 Signed and sealed in the presence of [two witnesses].

Grant of an Advowson.

KNOW ALL MEN BY THESE PRESENTS, that I, A. B.,
 of, &c., esq., patron of the rectory or parish church
 of, &c., in the diocese of, &c., for divers good causes
 and considerations me hereunto moving, have given,
 granted, and confirmed, and by these presents do,
 for myself and my heirs, give, grant, and confirm unto
 C. D., of, &c., his executors, administrators, and assigns,
 the first and next advowson, donation, and nomination,
 presentation, free disposition, and right of patronage of
 and to the parsonage, rectory, or parish church of, &c.,
 aforesaid, with full power and authority to and for the
 said C. D., his executors, administrators, and assigns,
 to present a fit person to the said rectory or parish
 church, whensoever the same shall first and next happen
 to become void by the death, resignation, or deprivation
 of, &c., the present incumbent thereof, or otherwise
 howsoever; and to do and perform all and every act and
 acts, thing and things whatsoever, in order to the same,

in as full, large, and ample manner, to all intents and purposes, as I, the said A. B., or my heirs, may, might, or hereafter could have done, if this present grant had not been made, freed, and discharged, or otherwise, by me, the said A. B., and my heirs, well and sufficiently saved harmless, and kept indemnified, of and from all and all manner of former or other gifts, grants, or incumbrances whatsoever, whereby to defeat or make void this present grant, had, made, committed, done, or suffered, or to be had, made, done, or suffered, by me, the said A. B., my heirs or assigns, or by any other person or persons whomsoever, lawfully claiming by, from, or under me, them, or any of them. IN WITNESS, &c.

Grant of Tithes from Trustees under a Deed of Trust for Sale from Tenant for Life, and Remainder-man in Fee simple.

THIS INDENTURE, made the day of 18 between T. S., of, &c., and T. F. S., of, &c., [*trustees*], for the sale of the tithes, tenths, and hereditaments, hereinafter particularly described and mentioned, to be hereby granted and released, of the first part; W. H., Earl of D., of, &c., only son and heir at law, of H., Earl of D., deceased, which said H., Earl of D., was a devisee named in the last will and testament of A. S., heretofore of, &c., wife of R. S., of, &c., both deceased, and which said A. S., was a devisee named in the last will and testament of H., Earl of B., also deceased, and the Hon. H. V., commonly called Lord Viscount B., the eldest son, and heir apparent of the said W. H., Earl of D., by the Right Hon. Countess of D., his late wife, deceased, before her marriage with him called Lady C. P., of the second part; I. A., of, &c., (in whom the residue of a certain term of 1000 years in the tithes and hereditaments hereinafter mentioned, to be hereby granted and released, is now vested) of the third part; [*purchaser*] of the fourth part; A. B., of, &c., a trustee for the said [*purchaser*], for barring dower of the fifth part; and C. D., another trustee of the said [*purchaser*], of the sixth part.

Recital of
deed of trust
for sale.

WHEREAS, by an indenture of appointment, bearing date 4th day of November, 18 and made between the said W. H., Earl of D., and H. Viscount B., of the first part; the Right Hon. J. Earl of P., and Lady S. P., his daughter, now the wife of the said H., Viscount B., of the second part; and the said T. S., and T. F. S., of

the third part; for the considerations therein mentioned, the tithes, tenths, and hereditaments hereinafter described and mentioned to be hereby granted and released with the appurtenances, were (together with other hereditaments) limited and appointed by the said W. H., Earl of D., and H. Viscount B.; to the use of the said T. S., and T. F. S., their heirs and assigns for ever, upon trust, that they the said T. S., and T. F. S., should at such time and times as to them should seem meet, but with the consent in writing of the said W. H., Earl of D., and H., Viscount B., absolutely sell and dispose of the said hereditaments and premises, thereby appointed, with their rights, members, and appurtenances, either by public auction or private contract; and either altogether or in parcels, to any person or persons willing to become the purchaser or purchasers thereof, for such price or prices as to the said T. S. and T. F. S., should seem proper; and should for the purposes, with such consent, or at such direction as aforesaid, enter into, and make such covenants, contracts, agreements, and conveyances, assurances, deeds, matters and things, as to the said T. S. and T. F. S. should seem reasonable; and IN TRUST, to apply and dispose of the money therefrom arising, in manner, and for the purposes therein mentioned. AND IT IS THEREBY DECLARED, that the receipt or receipts in writing of the said [*trustees*], for any sum or sums of money, payable to them under or by virtue of the present reciting indenture, should be sufficient and effectual discharges for the same, or so much thereof as in such receipt or receipts should be expressed to be received; and that the person or persons to whom the same should be given, his, her, or their heirs, executors, administrators, or assigns, should not afterwards be accountable for the loss, misapplication, or non-application of the money therein mentioned to be received. AND WHEREAS, the said T. S. and T. F. S., have, in pursuance of the trusts reposed in them as aforesaid, with the consent and approbation of the said W. H., Earl of D., and of the said H., Viscount B., signified by their being parties and executing these presents, contracted and agreed by private contract with the said [*purchaser*], for the sale to him of the said tithes and hereditaments, hereinafter particularly described and mentioned, to be hereby granted and released, being part and parcel of the said hereditaments and premises comprised in the said recited indenture of appointment, at or for the sum or price of 4300*l*. NOW THIS INDENTURE WITNESSETH, that in pursuance of the same agreement, and for carrying the same into execution, and in consideration of the

Recital of
contract.

Considera-
tion.

sum of 4300*l.*, of, &c., to the said [*trustees*] in hand, well and truly paid by the said [*purchaser*], upon or before the sealing or delivery of these presents, at the request and by the direction of the said W. H., Earl of D., and H., Viscount B., signified as aforesaid, to be by them the said [*trustees*], applied and disposed of, pursuant and according to the trusts and directions of the said indenture of appointment, of the 4th day of November, 18 (the receipt of which said sum of 4300*l.*) in full, for the said purchase money; accordingly they the said [*trustees*], do hereby acknowledge, and, of, and from the same and every part thereof, do acquit, release, and discharge the said [*purchaser*] by these presents. And in consideration of 10*s.* of like money to the said W. H., Earl of D., and H. Viscount B., in hand well and truly paid by the purchaser, the receipt, &c., they the said [*trustees*], at the nomination and appointment of the said [*purchaser*], signified by their respectively being parties to, and executing these presents, have, and each of them hath granted, bargained, sold, and released; and by these presents, do and each of them doth grant, bargain, sell and release. And the said W. H., Earl of D., and H., Viscount B., at such nomination and appointment as last mentioned, have, and each of them hath granted, bargained, sold, released, ratified, and confirmed. And by these presents do, and each of them doth grant, bargain, sell, release, ratify, and confirm unto the said [*purchaser*], his heirs and assigns, all those the tithes, or tenths of corn and grain; and also all other the tithes and tenths of what nature or kind soever, of them the said, &c., every or any of them, yearly or otherwise, coming, growing, renewing, increasing, or arising, from, by, and out of all that messuage, &c., situate, &c., containing by admeasurement, &c., be the same, more or less, or late in the possession or occupation of, &c., his undertenants or assigns, which said messuage, &c., farm, lands, and hereditaments, are the estate and inheritance of the said [*purchaser*], together with all and singular profits, portions, pensions, oblations, obventions, advantages, and appurtenances whatsoever, to the said tithes, tenths, hereditaments, and premises mentioned, and intended to be hereby granted and released, or any part thereof, belonging or in anywise appertaining. And by reversion and reversions, remainder and remainders, rents, issues, and profits of the same premises, or any part thereof, TO HAVE AND TO HOLD the said tithes, tenths, hereditaments, and premises, mentioned and intended to be hereby granted and released, with the appurtenances, unto the said

[*purchaser*], his heirs and assigns; to such uses, upon and for such trusts, intents, and purposes, and with, under, and subject to such powers, provisos, declarations, and agreements, as the said [*purchaser*] shall by any deed or deeds, instrument or instruments, in writing, with or without power of revocation or new appointment, to be by him sealed and delivered in the presence of, and attested by, two or more credible witnesses, direct, limit, or appoint. And in default of such direction, limitation, or appointment, and so far as such direction, limitation, or appointment, (if ineffectual or incomplete), shall not extend, and in the meantime subject thereto; to the use of the said A. B., his executors and administrators, during the life of the said [*purchaser*], IN TRUST for him the said [*purchaser*], and his assigns, during his life, and to prevent the present or any future wife of the said [*purchaser*] from being entitled to her dower, in or out of the same premises, and from and after the use or estate, so limited to the said A. B., his executors and administrators, IN TRUST for the said [*purchaser*], and in the meantime subject thereto, and to the trusts thereof, to the use of the said [*purchaser*], his heirs and assigns for ever, freed and absolutely discharged of and from the land tax, which has been lately purchased or redeemed. And the said T. S., so far as relates to his own acts and deeds, doth for himself, his heirs, executors, and administrators; and the said T. F. S., doth so far only as relates to his, &c., for himself, &c., covenant and declare, that they, &c., *have not encumbered*. PROVIDED ALWAYS, and it is hereby agreed, that the word GRANT, used in conveying the tithes, tenths, hereditaments and premises mentioned, and intended to be hereby granted and released, shall not operate, or be deemed, construed, or taken to operate as a covenant or warranty, expressed or implied, on the part of the said [*trustees*], or either of them, their or either of their heirs, executors, or administrators, no further or otherwise than to pass and convey such estate and interest, as they the said [*trustees*], or either of them have or hath lawfully therein, [*add covenants for the title from W. H., Earl of D., tenant for life, and from H., Viscount B., beginning thus*]; And the said W. H., Earl of D., doth for himself, his heirs, executors, and administrators, and as far as relates to the estate and interest which he lately had in the said tithes, tenths, hereditaments and premises, mentioned and intended to be hereby granted and released, (being an estate for his life, and the acts, deeds, and defaults relating to the same estate for life. And the said H., Viscount B., doth hereby for himself, his heirs, &c., as

far as relates to the estate and interest which he lately had in the same tithes, tenths, hereditaments, and premises (being or being to be considered, and for all the purposes of the covenant as to the remainder in fee simple, expectant on the decease of the said W. H., Earl of D. And the acts, deeds, and defaults relating to the same estate of inheritance, covenant, promise and agree, to and with the said [*purchaser*], his heirs and assigns, in manner following, (that is to say), that for and notwithstanding, &c., *lawfully seised*, and that they had good right to convey free from incumbrances. And for further assurance, [*here the term of 1000 years was assigned in trust, to attend the inheritance*]. IN WITNESS, &c.

Grant of a Pew in a Parish Church.

THIS INDENTURE, 1826, between A. B.* and C. D., executors and devisees, in trust, named in the last will, and T. J., of, &c., deceased, of the first part; H. J., of the second part; J. J., of the third part; and [*a trustee*] for the two purchasers, of the fourth part.*

[*Recites the will of T. J., whereby he devises his estates to the above trustees to sell, and declared that the receipt of trustees should be a sufficient discharge to purchasers*]. AND WHEREAS, the said trustees did, amongst other hereditaments, cause a certain seat or pew, situate in the parish church of in afore-said, to be advertised in several of the public newspapers, to be sold by auction to the best bidder, at, &c., on, &c., at which time and place, the said H. J. was declared to be the purchaser thereof, and the said H. J. hath requested the said [*trustees*] to convey the same, IN TRUST, for the said H. J., and J. J., in manner hereinafter mentioned. NOW THIS INDENTURE WITNESSETH, that in consideration of the sum of l. of, &c., to the said [*trustees*], paid by the said H. J. and J. J., in equal shares and proportions, (the receipt, &c.) and also in consideration of the sum of 5s. of like lawful money, to the said [*trustees*] in hand, well and truly paid by the [*trustee for purchasers*], they the said [*trustees*], according to their estate and interest therein, and by the direction of [*purchasers*], (testified by their being parties to, and executing these presents), HAVE, and each of them hath granted, bargained, and sold; and by these presents do, &c., unto the said [*trustee for purchasers*], and his heirs, all that double seat or pew, No. situate at the top of the west aisle of the said parish church of, &c., late the property and in the

possession of the said T. J., deceased. And all the estate, &c., of, in, or out of the said seat or pew, or any part thereof, TO HAVE AND TO HOLD the said seat or pew above mentioned, and hereby granted, or mentioned, and intended so to be, and every part thereof, with the appurtenances, unto the said [*trustee for purchasers*], and his heirs, *to be used and enjoyed with the messuage or dwelling-house, of them the said H. J. and J. J., situate in a certain street, there called the street, in aforesaid, within the said parish of, &c.,* (1) upon the trusts following, (that is to say), *as to one full and equal undivided moiety or half part of the said seat or pew, IN TRUST, for the said H. J., his heirs and assigns for ever: and as to the other one full equal undivided moiety, or half part, of the said seat or pew, IN TRUST, for the said J. J., his heirs and assigns for ever.* And the said [*trustees*] do hereby severally and respectively, and for their several and respective heirs, executors and administrators, covenant, promise, and agree, to and with the said [*trustee for purchasers*], and his heirs, that they the said [*trustees*] have not, nor neither of them hath, received, or executed, or knowingly suffered to be done, any act, deed, matter or thing whatsoever, whereby or by means whereof, the said seat or pew hereby granted or otherwise assigned or mentioned, and intended so to be, or any part thereof, are, is, can, shall, or may be impeached, charged, incumbered in title, estate, or otherwise howsoever (2).
IN WITNESS.

(1) There can be no seisin of a pew unless it be annexed to a house, and then seisin of the house would be seisin of the pew; as seisin of the principal that of the accessory.

(2) A pew cannot be granted to a man and his heirs independently, of and without relation to a house. See 1 Durnf. & East 428. *Stocks v. Booth.*

LEASE.

A LEASE is properly a conveyance of any lands or tenements, (usually in consideration of rent or other annual recompense), made for life, for years, or at will, but always for a less time than the lessor hath in the premises. 2 Black. 317.

The usual words of operation in it are, *demise, grant, and to farm let.*

All persons seised in fee simple, fee tail, for term of life, or years, of lands or tenements, may grant leases thereof for any term, to endure so long as their own interests lasts, but no longer.

Lease of a House in London.

THIS INDENTURE, made the day of
1825, between A. B., of, &c., of the one part; and
C. D., of, &c., of the other part.

Consider-
ation. WITNESSETH, that for and in consideration of the
sum of 300*l.* of lawful money of *Great Britain*, to the
said A. B. paid by the said C. D., before the scaling
and delivery of these presents, the receipt whereof is
hereby acknowledged, and in consideration of the yearly
rent hereby reserved, and of the covenants and agree-
ments herein contained on the part of the said C. D.,
his executors, administrators, and assigns, to be paid,
observed, and performed, he, the said A. B., hath de-
mised and leased. AND BY THESE PRESENTS, doth de-
mise. mise and lease unto the said C. D., his executors, ad-
ministrators, and assigns, all, (*here describe the house,*
boundaries, and abuttals), together with all cellars,
vaults, areas, and appurtenances, to the said premises
belonging. And the goods, fixtures, and things men-
Exception. tioned in the schedule hereunder written, (except and
always reserved out of this demise, the free passage
and running of water and soil from the other houses and
buildings of his grace the duke of B., and his tenants,
by and through the channels and drains of the said
hereby demised premises, the tenant or tenants of such
other houses and buildings, on request, paying his or
their share and proportion of the charges of cleansing and
Hubendum. repairing the same, as need shall require), to have and
to hold the said piece or parcel of ground, messuage, or
tenement, and all other the premises hereby demised,
with their appurtenances, (except as aforesaid), unto
the said C. D., his executors, administrators, and assigns,
from the 29th day of September next ensuing, for and
during, and unto the full end and term of 21 years, and
fully to be complete and ended; yielding and paying
yearly and every year during the said term, unto the
said C. D., his executors, administrators, and assigns,
the yearly rent or sum of 250*l.* of lawful money of
Great Britain, upon the four usual days for payment of
rent in the year; (that is to say), Lady-day, Midsum-
mer-day, Michaelmas-day, and Christmas-day, by four
equal portions, the first payment whereof to begin and
be made on the 25th day of December next; and the
said C. D., for himself, his heirs, executors, adminis-
trators, and assigns, doth covenant, promise, and agree,
Covenant to and with the said A. B., his heirs, executors, admi-
from tenant nistrators, and assigns, in manner following, (that is to
for payment say), that he the said C. D., his executors, adminis-
of rent. trators, and assigns, shall and will from time to time.

during the said term, well and truly pay, or cause to be paid, unto the said A. B., his executors, administrators, or assigns, the said yearly rent hereby reserved, at the times and in the manner hereinbefore mentioned for payment thereof, in net money, and clear of all deductions, for or in respect of any rates, taxes, duties, and assessments whatsoever, parliamentary, parochial, or otherwise. And also shall and will during the said term, bear, pay, and discharge the land-tax, sewers' rates, and all other taxes, rates, duties, and assessments whatsoever, whether parliamentary, parochial, or otherwise, now or which at any time or times during the said term, shall be taxed, rated, charged, or assessed on the said premises hereby demised, or any part thereof, or upon the landlord or tenant in respect thereof, or of the rent hereby reserved; and also shall and will during the said term, when need shall require, bear, pay, and allow a reasonable share with the other tenants, of supporting, repairing, cleansing, amending, and rebuilding all party-walls, gutters, sewers, drains, and cess-pools, belonging to the said premises. And also shall and will at all times during the said term, keep the said premises insured from loss or damage by fire, in the sum of 2000*l.* at the least, in the Sun fire-office, or such other public office for insurance in *London* or *Westminster*, as the said C. D., his executors, administrators, or assigns, shall from time to time appoint; and when thereunto required, produce the current year's receipt for such insurance, to the said C. D., his heirs, executors, administrators, or assigns, or her, his, or their steward or agent. And also that the said C. D., his executors, administrators, or assigns, shall and will at his and their costs, at all times during the said term, when need shall require, well and sufficiently repair, support, amend, pave, paint, cleanse, and keep the said premises, with the appurtenances, with all manner of needful and necessary reparations, cleansings, and amendments whatsoever. And the said premises so being well and sufficiently repaired, supported, amended, paved, painted, cleansed, and kept together, with all the doors, wainscots, shelves, dressers, drawers, locks, keys, bolts, bars, staples, hinges, hearths, chimney-pieces, mantelpieces, chimney jambs, foot-paces, slabs, covings, windows, sashes, shutters, partitions, sinks, pumps, pipes, water-closets, rails, and all other things which now are, or which at any time during the said term, shall be fixed or fastened to, or set up in or upon the said premises, or any part thereof, or belonging thereto, shall and will at the expiration, or other sooner determination of the said term, which shall first happen,

And to pay taxes.

And to keep premises insured from fire.

And to keep premises in repair.

And to yield up the same at the end of the time in such good repair.

peaceably yield up to the said A. B., his executors, administrators, or assigns, together with the several fixtures and things mentioned and described in the schedule hereunder written, in the same plight and condition as they are now in, (reasonable use and wear thereof in the mean time, and casualties by fire only excepted). And moreover, that it shall be lawful for the said A. B., his executors, administrators, or assigns, and for his and their stewards, surveyors, workmen, and others employed by her, him, or them, twice in every year, or oftener, during the said term, in the day-time, to enter into the said premises, or any part thereof, to search and see the decays and want of reparation and amendment in and about the same; and the decays, defects, and wants of reparation and amendment there found, to give and leave notice in writing, on or at the said premises, for the amendment thereof, and that the said C. D., his executors, administrators, or assigns, shall and will within three months next after every such notice, well and sufficiently repair, amend, and make good, all such decays, defects, and wants of reparation and amendment; whereof notice shall have been so given or left, and all other decays, defects, and wants of reparation and amendment whatsoever. AND ALSO, that no erection or building whatsoever, shall at any time during the said term, be erected in or over the yard or ground, behind or belonging to, or the area of the said messuage or tenement hereby demised, or in or over any part or parts thereof respectively. AND ALSO, that no alteration or addition shall at any time during the said term, be made in, or to the height, front, sides, roof, walls, timber, or elevation of the said messuage or tenement, and premises hereby demised, without the consent in writing of the said A. B., his executors, administrators, or assigns, or his or their steward or agent for the time being. AND ALSO, that no act, matter, or thing whatsoever, shall at any time during the said term, be done in or upon the said premises, or any part thereof, which shall or may be, or grow, to the annoyance, nuisance, grievance, damage, or disturbance of the said C. D., his executors, administrators, or assigns, whereby the window or lights belonging to any messuage, tenement, or building, being the estate of the said A. B., his heirs, or assigns, shall or may be in any manner stopped or obstructed. And also, that the trades or businesses of a brewer, baker, sugar-baker, vintner, victualler, butcher, tripe seller, poulterer, fishmonger, cheesemonger, fruiterer, herbseller, coffee-house, keeper, distiller, dyer, brazier, smith, tinman, farrier, dealer in old iron or second-hand clothes, or second-hand boots or shoes, pipe-burner, melting, or

Landlord to enter and view as to decays, &c.

Tenant to make no erection.

Tenant to make no alteration without consent of landlord.

Tenant to suffer no nuisance to stop window lights.

Tenant to permit no trades to be carried on creating a nuisance on premises.

other tallow chandler, soap boiler, blacking maker, working hatter, or working cooper, shall not at any time or times during the said term, be carried on in or upon the said premises. AND ALSO, that no auctions or public sales of household goods, or other things, shall at any time or times during the said term, be had, or made in or upon the said premises, or any part thereof. AND ALSO, that the said premises shall not be used or occupied, at any time or times during the said term, as or for a police-office, or as or for a shop for the sale of coals, potatoes, or any provisions whatsoever, or as a brothel. PROVIDED ALWAYS, and it is hereby agreed, that if the yearly rent hereby reserved, or any part thereof, shall be behind for the space of fifteen days next after any of the days of payment, whereon the same ought to be paid as aforesaid, or on breach, neglect, non-performance, or non-observance of any of the covenants, stipulations, restrictions, and agreements hereinbefore contained; then and from thenceforth, and in either of such cases, it shall be lawful for the said A. B., his executors, administrators, or assigns, unto the said premises, or any part thereof, in the name of the whole to re-enter, and the same to have again, repossess, and enjoy, as if this lease had never been made. • And the said A. B., for himself, his executors, administrators doth covenant and agree with the said J. G., his executors, administrators, and assigns, that he and they paying the rent hereby reserved, and performing and observing the covenants, stipulations, restrictions, and agreements hereinbefore contained, shall and may peaceably hold and enjoy the said premises, hereby derived during the said term, without the lawful let, suit, forcible eviction, or interruption of the said C. D., his executors, administrators, or assigns, or of any person or persons lawfully claiming, or to claim by, from, or under him, them, or any of them. IN WITNESS, &c.

No auctions or public sales to be held upon the premises, nor used as a police office or brothel.

Proviso for re-entry in case of default of payment of rent, to re-enter.

Covenant for tenant to enjoy, on performing covenants.

A Lease for Years of a House and Lands in the Country, with an exception of Trees, and special Covenants.

THIS INDENTURE, made, &c., between A. A., of the one part, and A. B., of the other part; WITNESSETH, that for and in consideration of the rents, covenants, provisos, and agreements hereinafter reserved and contained, and which, on the part and behalf of the said B. B., his executors, administrators, and assigns, are to be paid, done, and performed, he, the said A. A. hath demised, leased, set, and to farm letten, and by these presents doth demise, lease, set, and to farm let, unto

The parties.

The consideration.

The demise.

The parcels.	the said B. B., his executors, administrators, and assigns, all that (1) messuage, tenement, or farm-house, late in the possession of E. B., and those two cottages or tenements, now or late in the possession of L. M., and those two cottages or tenements now or late in the possession of F. F. and G. G., or their assigns, with the appurtenances, situate, standing, and being in the parishes of C. and H., or one of them, in the said county of D., together with all and singular the yards, gardens, orchards, backsides, barns, stables, out-houses, edifices, and buildings thereunto belonging, and also all those several closes, pieces, or parcels of arable land, meadow, pasture, wood, and wood-ground, containing, by estimation, acres, (be they more or less), lying and being in the several parishes, fields, precincts, and territories of C. and H., or one of them, in the said county of D., to the said messuage, tenement, or farm-house belonging, and therewith held, used, occupied, and enjoyed, as part and parcel thereof, (<i>except</i> , and always reserved out of this present lease, unto the said A. A., his heirs and assigns, all timber and timber-like trees, and all other trees whatsoever, but the fruit-trees for their fruit only, and the pollard-trees for their lops and tops only, which now are, or at any time or times hereafter shall be standing, growing, and being in, upon, and about the said leased premises, or any part thereof, with free liberty of ingress, egress, and regress, to and for the said A. A., his heirs (2) and assigns, servants and workmen, from time to time, and at all times during the term hereby leased, the same to fell, stock up, cut down, hew, and carry away, in and through the said leased premises, or any part thereof, doing no wilful
General words.	
More parcels.	
Exception of trees, &c.	
With ingress, &c. for the lessor, &c.	

(1) It is best to describe the *parcels* as particularly as you can, viz. the *messuage*, *lands*, *closes*, &c. by their proper names, (if any), or by their several *abuttals* and *boundaries*, &c.

(2) Where the *lessor* has the *freehold*, make the *exception*, *reservation*, &c., to him, his *heirs* and *assigns*, and not *heirs*, *executors*, *administrators*, and *assigns*; so he may covenant for *himself*, his *heirs*, and *assigns*, and it is sufficient; *executors* and *administrators* are superfluous, they are his *assigns* in law of course, but have nothing to do with the *freehold* as such: but where the *lessor* has not the *freehold*, then make the *exception*, *reservation*, &c., to him, his *executors*, *administrators*, and *assigns*; and the covenants from him, his *executors*, *administrators*, and *assigns*, though here it is usual to make him covenant for *himself*, his *heirs*, *executors*, *administrators*, and *assigns*, that he, his *executors*, *administrators* and *assigns*, shall and will, &c., in which case the *heir* will be bound.

It has been remarked, that the best and safest way with respect to the rent, is to reserve it *generally*; "yielding and paying therefore," &c., without saying to whom; as the law will, in such case, make it follow the reversion. Where the estate of the lessor, therefore, may determine during the continuance of the lease, (as where tenant in tail makes a lease for one-and-twenty years, or where a tenant for life and remainder-man join, &c.), the reservation should be general, as it will prevent prolixity, and be more certain.

hurt or damage to the grain and grass of the said B. B., his executors, administrators, and assigns, and also except to the said A. A., his heirs and assigns, at all times during the term hereby leased, free liberty to enter into and upon the said premises, and every part thereof, to view the condition of the repairs thereof), TO HAVE AND TO HOLD the said messuage, tenement, or farmhouse, closes, pieces or parcels of arable land, meadow, pasture ground and premises, with their and every of their appurtenances, (except as before excepted,) unto the said B. B., his executors, administrators, and assigns, from the feast of next ensuing the date hereof, for and during, and unto the full end and term of years, thence next ensuing, and fully to be complete and ended, yielding and paying therefore yearly, and every year during the said term, unto the said A. A., his heirs or assigns, at or in his now dwelling-house, situate, &c., the yearly rent or sum of of lawful money of *Great Britain*, at the two most usual feasts or days of payment in the year, (that is to say,) the feasts of and in every year, the first payment thereof to begin and be made on the feast day of next ensuing the date hereof; AND ALSO yielding and paying therefore yearly, and every year, during the said term, unto the said A. A., his heirs and assigns, on the days and place, and in manner aforesaid, (over and above the said yearly rent of £. hereinbefore reserved), for every acre of meadow and pasture-ground hereby leased, that the said B. B., his executors, administrators, or assigns, shall plough, dig up, or convert into tillage, the sum of £. of like money, and so proportionably after that rate for every greater or less quantity than an acre, the first payment of the said £. per acre to be made on the first of the said feasts, which shall next happen after the ploughing or breaking up any part of the same meadow or pasture ground. PROVIDED ALWAYS NEVERTHELESS, that if it shall happen that the said yearly rents hereby reserved, or either of them, or any taxes, levies, and assessments which shall be rated or assessed on the said hereby leased premises, (except land-tax), shall be behind and unpaid by the space of twenty-one days next over or after either of the said feasts or days of payment, whereon the same ought to be paid as aforesaid, (being lawfully demanded), or if the said B. B., his executors or administrators, shall assign over, or otherwise depart with this indenture, or the premises hereby leased, or any part thereof, to any person or persons whatsoever, (except the said two cottages), without the consent of the said A. A., his heirs and assigns, first had and obtained in

and liberty
to view, &c.
Habendum

for years.
Paying at
the lessor's
dwelling-
house a cer-
tain rent;

and an ad-
ditional rent
for plough-
ing.

Provido,
non-pay-
ment.

On assign-
ment by the
lessee with-
out consent,
the lessor
may re-en-

The lessee
covenants
for payment
of the rents,
&c.

and for re-
pairs ;

the land-
lord to find
all rough
timber, &c.

The tenant
covenants
not to sow
the same

writing, under his or their hands for that purpose, then and in either of the said cases it shall and may be lawful to and for the said A. A., his heirs or assigns, into the said premises hereby leased, or any part thereof in the name of the whole, to re-enter, and the same to have again, retain, repossess, and enjoy, as in his and their first and former estate or estates, any thing herein contained to the contrary thereof in anywise notwithstanding (1). AND the said B. B. doth hereby for himself, his heirs, executors, administrators, and assigns, covenant, promise, and agree to and with the said A. A., his heirs and assigns, in manner following, (that is to say), that he the said B. B., his executors, administrators, and assigns, shall and will, well and truly pay, or cause to be paid unto the said A. A., his heirs and assigns, the said yearly rent of £, and also the said rent of £ per acre, per annum, for ploughing up any meadow or pasture as aforesaid, at the days, times, and places, and in such manner as are hereinbefore limited and appointed for payment thereof, according to the respective reservation thereof, and the true intent and meaning of these presents. AND ALSO, that he the said B. B., his executors, administrators, and assigns, shall and will, at his and their own proper costs and charges, well and sufficiently repair, maintain, amend, scower, cleanse, preserve, and keep in repair the said messuage, tenement, or farm-house, and all other the houses, out-houses, edifices, buildings, barns, stables, dove-houses, gates, rails, pales, stiles, hedges, fences, and mounds, belonging to the said hereby leased premises, from time to time during this present lease, (he the said A. A., his heirs and assigns, upon request and notice to them made, finding and allowing on the said premises, or within four miles distance thereof, all rough timber, brick, lime, tiles, and all other materials whatsoever (except straw) for doing thereof, to be carried to the said hereby leased premises, at the charge of the said B. B., his executors, administrators, or assigns): And the same premises so repaired, amended, and kept in repair, as aforesaid, at the end, expiration, or other sooner determination of this present lease, shall and will yield up unto the said A. A., his heirs or assigns. AND ALSO, that he the said B. B., his executors, administrators, or assigns, shall not, nor will at any time during this present lease, crop or sow, above two years together, any of the arable lands and

(1) There is a material difference between a remedy by re-entry, and a remedy by distress for non payment of rent ; for where it is by re-entry, there must be an actual demand made previous to the entry, whether it be so required in the lease or not, otherwise the entry will be tortious.



closes hereby leased, but every third year permit the same to lie fallow and unsown. AND that it shall and may be lawful to and for the said A. A., his heirs and assigns, with servants, horses, ploughs, carts, and other necessities, at day next preceding the expiration of this present lease, to enter upon such closes and grounds, parcel of the said hereby leased premises, as then ought to lie fallow and unsown, and the same to plough, fallow, and manure, and to have the grass, herbage, sheep-walks, and sheep-commons thereof, and also to have the dung which shall be then in the yard or yards, and at the same time to have the dung in the dove-house, and the hen-dung in the hen-house. And also to have some convenient place in the said dwelling-house, for his and their servants to lodge and diet in, and some convenient place to lay hay and chaff in, and some convenient stable for their horses to stand and be in, without extinguishment of any of the yearly rents hereinbefore reserved, and without giving or making any allowance or satisfaction for the same. AND FURTHER, that the said B. B., his executors, administrators, and assigns, shall not, at any time or times during the last two years of the said term, sell, give away, or otherwise dispose of any of the straw which shall be growing and arising upon the said leased premises, and shall not burn any straw, except it be for the necessary singeing of his and their hogs, for the use of their own families. AND that the said B. B., his executors, administrators and assigns, shall and will lay in and im-barn all the crops of grain which shall be growing and arising upon the said hereby leased premises, in every year of the said term, in the barns and rick-yards belonging to the said leased premises, and not elsewhere, and the same there thrash out, and the straw and stover which shall arise therefrom and thereby, turn into the yard and yards, and the same seed up with his or their cattle, for the better increase and making of dung, and the dung and soil which shall arise thereby, lay, spread and bestow upon the hereby demised premises, in a husbandlike manner, and not elsewhere; and shall and will leave unto and for the use of the said A. A., his heirs or assigns, all the dung and compost which shall be made on the said leased premises, the three last years of the said term, which shall arise from the two last crops of corn and grain, for manuring the premises, or otherwise to be disposed of as he, the said A. A., his heirs and assigns, shall think fit and convenient; and that the said B. B., his executors, administrators, and assigns, shall sow the three last years of this present lease, one-third part of the edge crop with pease or vetches.

above two years to enter there, and that the lessor may enter within the term, to plough the fallow ground :

and to have the dung, and lodging for servants, &c.

The lessee not to dispose of straw within the last two years ;

and to im-barn the corn upon the premises,

and to use the straw there.

To sow pease, &c., in the last years.

To preserve pigeons. AND, that the said B. B., his executors, administrators, and assigns, shall and will, at all times during the term hereby leased, endeavour to preserve and keep the dove-house, with a good flight of pigeons, dove-house-like, and at the end, expiration, or other sooner determination of the said term of _____ years, shall and will give up the same, so preserved and kept, into the hands of the said A. A., his heirs and assigns. AND, that he the said B. B., his executors, administrators, and assigns, shall and will, at all times during the said term of _____ years hereby leased, bear, pay, and discharge all such taxes, levies, and assessments whatsoever, as shall be taxed, rated, levied, or assessed upon the said hereby leased premises, land-tax only excepted.

To pay taxes, &c. AND that he the said B. B., his executors, administrators, and assigns, shall not nor will, at any time or times during this present lease, cut, plash, or new-make any of the hedges belonging to the hereby leased premises, but such as shall be of twelve years growth, and those only at seasonable times in the year; and when the closes and ground to which such hedges belong shall be sown with wheat, rye, or barley, on a summer's tilth, or be closes of old pasture, and after the same shall have been cut, plashed, or new-made as aforesaid, the same shall and will preserve and keep from biting, or destruction by cattle or otherwise, and at such cutting and plashing thereof, cleanse and scower the ditches, against such hedge or hedges where ditches have been heretofore, and do lie next to any lane or highway, and the offal wood which shall arise by the cutting or plashing of such hedges, faggot and make up, and carry unto the said leased messuage or farm-house, there to be spent by way of firewood, and not to be sold or disposed of in any other manner whatsoever. AND that the said B. B., his executors, administrators, and assigns, shall not nor will, at any time or times during the term hereby leased, lop, top, shred, or cut any of the trees or spring-wood belonging to the said leased premises, but such pollard trees and spring-wood as have been usually lopped and cut by former and other tenants, and those only of twelve years growth, and the lops which shall arise and come therefrom, shall and will carry into the said hereby leased messuage or farm-house, there to be spent by way of fire-boot, and not to be sold or disposed of in any other way whatsoever, and shall not, nor will at any time or times during this lease, inordinately burn or waste any of the fire-wood which is so allowed to be spent by way of fire-boot as aforesaid, and shall preserve and keep the said pollard trees, as also all the fruit trees and spring-wood, belonging to the said hereby

Not to cut hedges under a certain growth, &c.

and to spend wood in the house.

Not to lop trees, except pollards.

demised premises, from all wilful or negligent hurt or waste. AND the said A. A. doth hereby for himself, his heirs and assigns, covenant, promise, and agree, to and with the said B. B., his executors, administrators, and assigns, in manner following; (that is to say), that he, the said A. A., his heirs and assigns, shall and will, from time to time, and at all times during this present lease, at seasonable times for cutting timber, find, provide, and allow unto the said B. B., his executors, administrators, or assigns, on the said premises hereby leased, or within four miles distant therefrom, necessary rough timber, brick, lime, and tiles, and all other materials whatsoever, for the repairing and amending thereof, (except straw), within forty days after notice of the want thereof, and demand of the same, made by the said B. B., his executors, administrators, or assigns, the said materials to be carried to the said leased premises at the expense of the said B. B., his executors, &c. AND also shall and will, from time to time, and at all times during this present lease, allow unto the said B. B., his executors, administrators, or assigns, timber to be had and taken off and from the said hereby leased premises, (if any such there be), for necessary plough-bote, to be used and spent upon the said premises, and not elsewhere, and to be set out for that purpose by the said A. A., his heirs or assigns, on such notice as aforesaid of the want thereof; and that he, the said A. A., his heirs and assigns, shall and will permit and suffer the said B. B., his executors, administrators, or assigns, to have the use of all the barns, yards, and granaries hereby leased, for the laying in and thrashing out of his or their crop of corn and grain, which shall be growing and arising upon the premises in the last year of the said term hereby leased, for the spending of the straw and stover which shall arise therefrom, with horses, cows, bullocks, and other cattle, until the feast of The lessor covenants to find timber for repairs,
upon notice,
and to allow plough-bote for the premises,
and to allow barns, &c., for thrashing the tenant's last crop of straw;
and rooms for servants;
and that the lessee may enjoy, &c.
next after the end, expiration, or other sooner determination of the said term of years; and also to have some convenient rooms in the said hereby leased messuage or farm-house, for his or their servants to lodge and diet in, and some convenient place for his and their horses to stand and be in, and some convenient place to lay hay and chaff in, until the said feast day of and that the lessee may enjoy, &c.
next after the determination of the said term. AND lastly, that it shall and may be lawful, to and for the said B. B., his executors, administrators, and assigns, (paying the rents hereinbefore reserved, and performing the covenants and agreements hereinbefore mentioned and contained, and which, on his and their part and behalf, are, or ought to be paid, done, and performed), peaceably and quietly to

have, hold, occupy, possess and enjoy, all and singular the said hereby demised premises, with the appurtenances, during the said term of years hereby demised, without any molestation or interruption whatsoever, of or by him, the said A. A., his heirs or assigns, or of or by any other person or persons lawfully or equitably claiming, or to claim, by, from, or under him, them, or any of them. IN WITNESS, &c.

Lease of Land, &c., for ninety-nine Years, from A. B., and M. B. his Wife, (who is entitled to the same for her life), to a Remainder-man in fee-simple.

THIS INDENTURE, made, &c., between A. B., of, &c., and M. B., his wife, (before her marriage with him, called M. S.), of the one part; and C. D., of the other part.

Consideration.

WITNESSETH, that in consideration of the rent hereby reserved, and of the covenants, provisions, and agreements hereinafter contained on the part and behalf of the said C. D., to be paid, done, and performed, they, the said A. B., and M. his wife, have granted, demised, and to farm let, and by these presents do, &c., unto the said C. D., his executors, administrators, and assigns, all, &c., and now in the possession or occupation of the said C. D., his undertenants or assigns, together with all and singular paths, &c. TO HAVE AND TO HOLD the said pieces or parcels of land, hereditaments and premises, mentioned and intended to be hereby demised, with the appurtenances, unto the said C. D., his executors, administrators, and assigns, for and during the term of ninety-nine years, to be computed from the 25th day of March last, from thence next ensuing, and fully to be complete and ended, if the said M. B. shall so long live, yielding and paying therefore yearly, and every year during the continuance of this demise, unto the said M. B. and her assigns, the yearly rent of 4l. 12s., of, &c., being after the proportion of 1l. 10s. per acre, on two certain days or times of the year, (that is to say), the 25th day of March, and 29th day of September in every year, by equal portions, the first payment thereof to begin and be made at or upon the 29th day of September next ensuing the date of these presents. PROVIDED ALWAYS, and it is hereby declared, that in case the said yearly rent of 4l. 12s., (proportionably as aforesaid), or any part thereof, shall happen to be behind, or unpaid, by the space of thirty days next after the same shall become

Habendum.

Rent.

Proviso, in default of payment of rent, to re-enter.

due and payable, according to the true intent and meaning of these presents, (being lawfully demanded), that then, and in that case, and thenceforth, it shall and may be lawful, to and for the said M. B., and her assigns, into the said messuage, &c., and the same to have again, repossess, and enjoy, as in her or their former estate, any thing herein contained to the contrary notwithstanding. AND the said C. D., for himself, his heirs, executors, and administrators, doth hereby covenant, promise, and agree, to and with the said M. B., and her assigns, in manner following, (that is to say), that he, the said C. D., his executors or administrators, shall and will well and truly pay, or cause to be paid, during the continuance of this demise, to the said M. B., and her assigns, the said yearly rent, (proportionably as aforesaid), hereby reserved, and from time to time, as the same shall become due and payable. And shall and will pay and discharge the land-tax, and all and all manner of other taxes and assessments, and impositions whatsoever, which now are taxed, charged, assessed, or imposed upon the said premises, or any part thereof, or upon the said A. B., his executors, administrators, or assigns, in respect thereof. AND further, that he, the said C. D., his executors, administrators, or assigns, shall and will, during the said term of ninety-nine years, determinable as aforesaid, use the said lands and premises in an husband-like manner, and shall and will keep and maintain the hedges, fences, gates, and stiles thereof, in good and sufficient tenantable order and repair. IN WITNESS, &c.

Covenant from tenant for payment of rent.

And to pay taxes.

And to use lands in a husband like manner.

Lease of a Farm and new inclosed Lands, by virtue of a power in a Marriage Settlement.

THIS INDENTURE, made the day of , 182 , between A. B., of, &c., of the one part; and [lessee] of the other part.

WITNESSETH, that for and in consideration of the yearly and other rents hereinafter reserved, and of the exceptions, covenants, provisos, conditions, or agreements hereinafter contained, on the part and behalf of the said A. B., his executors and administrators, to be paid, done, observed, performed, fulfilled and kept, he, the said A. B., by virtue and in pursuance of the power and authority given and reserved to him, in and by a certain indenture of five parts, bearing date on or about the 10th of January, 18 , and made, or expressed to be made, between the said A. B., of the first part; W. W. W., esq., of the second part; the Right Hon., &c., Lord B., &c., and Sir A. C., bart., of the

Recital of the deed creating the power of leasing.

third part; the Hon. I. S., and M. A. S., esq., of the fourth part; and I. C., esq., and R. C., esq., of the fifth part; and of all other powers enabling him thereto,

The demise. **HATH** demised, leased, set, and to farm let, and by these presents doth, &c., unto the said [*lessee*], his executors, and administrators, all that messuage, tenement, or dwelling-house, called or known by the name of, &c., in the possession, &c., with the barns, stables, out-houses, yards, gardens, and appurtenances thereunto belonging. **AND** also all those several closes,

Premises. pieces or parcels of arable, meadow, or pasture land or ground adjoining or lying near, or contiguous thereto, and now held and enjoyed therewith, and called or known by the several names of the, &c. **And** also the water corn-mill, and stream of water belonging thereto; all which said several lands are situate, lying, and being in, &c., and containing, together by mensuration or thereabouts, (be the same more or less), and are now in the tenure or holding of the said [*lessee*]. **And** also all, &c.: and also all ways, waters, water-courses, profits, privileges, liberties, advantages, emoluments, rights, members, and appurtenances whatsoever, to the said messuage, tenement, or dwelling, mill, buildings, pieces or parcels of land, or ground and premises belonging, or in anywise appertaining (excepting and always reserving forth and out of this present demise and lease, unto the said A. B. and his assigns, and the person or persons who, for the time being, shall be entitled, in remainder, to the freehold and inheritance of the said premises, under the other indenture of release), all and all manner of timber, and trees likely to become timber, which are now, or at any time or times during the continuance of this demise or lease, shall or may be standing; growing, and being in and upon the said hereby demised lands and premises, or any part thereof, with full and free liberty, privilege, and authority, to and for the said A. B., and his assigns, and the lessor of the said premises for the time being, or any of his or their servants, agents, chapmen, labourers and workmen, at their, or any of their free wills and pleasures, at any time during the continuance of this demise, to come into and upon the said hereby demised premises, to fall, stock, and cut down the same, in and upon the said premises, to cleave, cord, hew, square, saw, lay, and place the same timber and trees, and to make coal-pits, and saw-pits for the sawing thereof, and coal fires and heaths, and to dig, get, and take turves, earth, and clods, and to do every other act and thing which shall be necessary and requisite for the charcoaling, convert-

Exception of timber.

Landlord to enter to view repairs, and to fall timber.

ing, and working up thereof, and with horses, oxen, wains, carts, and other carriages, to take and carry away the same, making reasonable satisfaction to said [lessee], his executors or administrators, for the damage he or they shall or may sustain thereby, in corn, grain, or mowing grass. AND ALSO *excepting, and always reserving* forthwith and out of this present demise and lease, unto the said A. B. and his assigns, and the lessor of the said premises for the time being, and his, her, their, or any of their servants, agents, or workmen, during the continuance of this demise or lease, at all seasonable times in the year for the planting of trees, full and free, and free liberty to come and be in and upon the said demised lands and premises, and in the hedge-rows and fences thereof, to set and plant such and so many young trees, as he, they, or any of them shall, from time to time, think proper, and to do every needful and necessary act to fence in and preserve the same; AND ALSO *excepting, and always reserving* forthwith, and out of this present demise and lease, unto said A. B. and his assigns, and the lessor of the said premises for the time being, all hares, partridges, pheasants, birds, and beasts of warren or chase, which at any time during the continuance of this demise, are or shall come, be bred, or found in or upon the said demised premises; and all fish-pits, ponds, or fishing-places there, together with full and free liberty, power and authority, to and for the said A. B. and his assigns, and the lessor of the said premises for the time being, and his and their servants, agents, friends and followers, to enter and come into and upon the said demised premises, at any time during the continuance of this demise, with horses, and such dogs, guns, nets, and other engines, as he or they shall see proper, to hunt, hawk, fish, fowl, take, and carry away the same, at his and their free wills and pleasures, doing no wilful damage thereby in mowing grass or standing corn, and for the purpose of taking the fish, to draw down and let dry any pits, ponds, or fishing-places, and to make any ditches or drains, and to do all other acts and things which shall be necessary for the drawing or fishing thereof, he, the said A. B. and his assigns, and the lessor of the said premises from time to time, afterwards repairing and making good the dams of such pits or ponds as shall be so drained or let dry as aforesaid. AND ALSO *excepting and always reserving* forth and out of this present demise and lease, unto the said A. B. and his assigns, and the [lessor] of the said premises for the time being, all mines and minerals that are or shall, or may be found in or upon the said demised premises, with leave to search for, dig, get,

Liberty to
plant in the
hedge rows.

Exception.
Game.

Fish.

Mines.

Liberty to
plant, but
not to ex-
ceed twenty
acres.

have, take, and carry away the same. AND ALSO *excepting, and always reserving* forth and out of this present demise and lease, unto the said A. B. and his assigns, and the lessor of the said premises for the time being, and his and their servants, agents, and workmen, at any time or times during the continuance of this demise or lease, upon him or them first giving twelve months previous notice in writing, of such his or their intention, unto the said [*lessee*], his executors or administrators, or by leaving the same at his or their last or most usual place or places of abode, to enter upon and take into his or their possession, and as he, the said A. B. and his assigns, and the lessor of the said premises for the time being, shall think fit and proper, all or any part or parts of the said demised lands and premises, not exceeding in the whole twenty acres, for the purpose of planting young trees therein and thereon, and to fence in and inclose the same, and to use and enjoy the said excepted premises, in all respects as if this demise had not been made, he, the said A. B., and his assigns, and the lessor of the said premises for the time being, from the time or times of every such entry yearly, and every year during the then remainder of this demise or lease, making an allowance or abatement unto the said lessee, his executors or administrators, out of the yearly rents, hereby rescind the sum of 2*l.* 12*s.* 6*d.* for each and every acre of the said demised premises, and so in proportion and after that rate for any greater or less quantity than an acre, as shall be so entered upon and taken for the purpose of planting as aforesaid. To

Habendum.

HAVE AND TO HOLD the said messuage, tenement, or dwelling-house, mill, buildings, pieces or parcels of land or ground, and all and singular other the premises hereby demised, or intended so to be, with their and every of their appurtenances; (except as hereinbefore excepted), unto the said [*lessee*], his executors and administrators, from the 25th day of March now last past, for and during, and unto the full end and term of twenty-one years from thence next ensuing, and fully to be complete and ended, determinable, nevertheless, as hereinafter mentioned, but subject, nevertheless, to the provisos, conditions, and agreements hereinafter contained, yielding and paying therefore unto the said W. W. and his assigns, and such other person or persons who, for the time being, shall be successively entitled to the freehold and inheritance of the said demised premises in possession under and by virtue of the said indenture of release as aforesaid, during the first year of the said term hereby demised, the rent or sum of *l.*, of, &c.; and yearly, and every year during the residue of the said term, the

Reserva-
tion of rent.

yearly rent or sum of £. of like lawful money, upon the two most usual feasts, or days of payment in the year, (that is to say), the 29th day of September, and the 25th day of March, in each and every year, by even and equal portions, the first payment thereof to begin and be made on the 29th day of September next ensuing the date of these presents. (the said quarterly payments to be made without any deduction or abatement whatsoever. AND also yielding and paying unto the said A. B. and his assigns, and such other person or persons as aforesaid, over and above the yearly rent hereinbefore reserved, yearly and every year during the continuance of this demise, at the days and times and by the proportions and in manner aforesaid, wherein the said [*lessee*], his executors or administrators, shall sow, set, or plant, or cause or suffer to be sown, set, or planted, any flax, hemp, rape, wood, madder, or potatoes, in or upon the said demised premises, or any part thereof, other than except not exceeding two acres of potatoes annually, the further yearly rent or sum of 20*l*. of lawful money for every acre which shall be so sown, set, or planted with flax, hemp, rape, wood, madder, or potatoes as aforesaid, (save as aforesaid), and so in proportion for any greater or smaller quantity than an acre, such payment to be made on such of the said days or times of payment as shall next happen after such sowing, setting, or planting as aforesaid, and to continue payable during the residue of the said term hereby demised. AND also yielding and paying there-
Penalty for sowing flax, hemp, rape, madder, or potatoes.
 fore yearly, and every year during the continuance of this demise or lease, unto the said A. B. and his assigns, and such other person or persons as aforesaid, over and above the said yearly and other rents hereinbefore reserved for every acre of the meadow or ancient inowing ground hereby demised, that he, the said [*lessee*], his executors or administrators, or any of them, shall dig, plough, break up, or convert into tillage, or cause, permit, or suffer to be dug, ploughed, broke up, or converted into tillage, the further yearly rent or sum of 20*l*. of like lawful money of Great Britain, and so proportionably, and after that rate, for any greater or smaller quantity than an acre, such payment to be made on such of the said days or times of payment as shall next happen after such digging, ploughing, breaking up, or converting the same into tillage as aforesaid, and to continue payable during the then residue of the said hereby demised term. AND also yielding and paying
Penalty for ploughing pasture.
 unto the said A. B. and his assigns, and such other person or persons as aforesaid, over and above the said yearly and other rents hereinbefore reserved yearly and
Penalty for having, after the first eight years,

more than
220 acres in
tillage.

Proviso to
re-enter in
case of non-
payment of
rent, and no
distress, &c.

every year after the first eight years of the said term hereby demised, wherein the said W. L., his executors or administrators, shall dig, plough, break up, or have in tillage, more than the quantity of 220 acres of the said demised lands and premises, the further yearly sum of 20l., of like lawful money, for each and every acre thereof exceeding the quantity of 220 acres that shall be so dug, ploughed, broke up, or had in tillage as last mentioned, and so in proportion for any greater or less quantity than an acre, such last mentioned payment to begin and be made on such of the said days or times of payment as shall next happen after such digging, ploughing, breaking up, or having the same in tillage as aforesaid, and to continue payable during the then residue of the said term. PROVIDED ALWAYS, and these presents are upon this condition nevertheless, that if the said respective yearly rents hereby reserved, or any of them, or any part thereof, shall be behind or unpaid by the space of twenty-eight days next after either of the said days or times of payment, whereon the same ought to be paid as aforesaid, (being first lawfully demanded), and no sufficient distress or distresses can or may be found and legally taken, in or upon the said demised premises whereon to levy the same. Or if the said [*lessee*], his executors, or administrators, shall demise, set, let, assign, lease, or part with the possession of the said demised premises, or any part or parts thereof, *other than and except the cottages or tenements already erected and built, or hereafter to be erected and built by the said [*lessee*]*, on the said demised premises, to any person or persons whomsoever, for any term or time whatsoever, without the license and consent in writing of the said A. B., or his assigns, or the person or persons who for the time being, shall or may be entitled as aforesaid, under his or their hand and seal, or hands and seals; or if the said [*lessee*], his executors and administrators, do not in all things well and truly observe, perform, fulfil, and keep all and every the covenants, clauses, provisos, and agreements herein contained, on his and their part and behalf to be paid, kept, done, and performed, that then and in any or either of the said cases, it shall and may be lawful to and for the said A. B. and his assigns, and such other person or persons as aforesaid, into and upon all and every the said demised premises, or any part thereof, in the name of the whole to re-enter, and the same to have and hold again, re-possess, and enjoy, as in his or their former estate and right, and then and from thenceforth, the said term hereby granted shall cease and determine, and be utterly void to all intents and purposes, any thing herein con-

tained to the contrary thereof in anywise notwithstanding. And the said [*lessee*] doth hereby for himself, his heirs, executors, and administrators, covenant, promise, and agree, to and with the said A. B., his heirs and assigns, and such other person or persons, who shall or may be successively entitled to the freehold or inheritance of the said demised premises in possession as aforesaid, in manner following, (that is to say): that he the said [*lessee*], his executors and administrators, shall and will from time to time, and at all times during the said term of twenty-one years, determinable as hereinafter-mentioned, well and truly pay, or cause to be paid unto the said A. B. and his assigns, and such other person or persons as aforesaid, the said yearly and other rents hereby reserved, as and when the same shall become due and payable. And also shall and will pay, bear, satisfy, and discharge the land-tax, and all manner of taxes, payments, levies, and assessments whatsoever, that shall or may be taxed, charged, assessed, or imposed on the said demised premises, or any part thereof, or upon any buildings to be erected thereupon, or on the said A. B. and his assigns, and such other person and persons as aforesaid, in respect of the said demised premises, and of and from the same and every part thereof, shall and will save, defend, keep harmless, and indemnified, the said [*lessor*] and his assigns, and such other person or persons as aforesaid. AND ALSO, that he the said [*lessee*], his executors or administrators, shall and will at his and their own costs and charges, within the space of two years from the date hereof, erect and build, cause or procure to be erected and built upon some convenient part of the said new inclosed lands hereby demised, to be fixed upon by the said [*lessor*] and his assigns, and such other person or persons as aforesaid, a good, sufficient, and substantial dwelling-house, with all proper and convenient out-offices, and also a barn with two bays, and a threshing floor, also two stables, hay-lofts over the same, also a cow-shed to hold twenty head of cattle, with pig-sties and fold yard, the outwalls of which said brewhouse, barn, and stable, shall be built of a proper thickness and strength: and in erecting and doing such buildings, shall and will lay out and expend the sum of 500*l.* at the least, and in all such buildings and erections, shall and will make use of good sound timber of a proper strength, and good bricks, stone, tiles, mortar, and other materials of all kinds. AND also, shall and will within the space of five years from the date of these presents, well and sufficiently fence the said hereby demised several pieces or parcels of new inclosed land

Covenant
for payment
of rents

and taxes,

and to build
a dwelling-
house,

and to
fence,

To repair
houses, &c.

or ground, hereby demised and marked, and set out upon the sod, for the better occupation and cultivation thereof, by throwing upon or making proper mounds or banks, and planting the same with a good and sufficient quantity of hawthorn or crab quicksets, in the proper season likely to grow and prosper, and shall and will do his and their best endeavours, to raise and preserve the same to the end of the said term hereby demised. And all and singular the said dwelling-houses, barns, stables, cow-shed, pig-sties, and fold-yard already erected and built, and so to be erected, made, and built as aforesaid; and all other the outhouses, edifices, and buildings, which during the continuance of this demise or lease, shall or may be erected and built upon the said lands and premises hereby demised, or any part thereof; and the hedges, mounds, fences, gates, wickets, stiles, rails, posts and pales, now being or to be set, planted, erected, and made, at any time or times during the continuance of this demise or lease, at his and their own costs and charges, uphold, sustain, maintain, amend, support, repair, and keep in good and substantial order and repair, (the ring or out-bound fences of the said demised new inclosed lands or grounds, being made and completed by the said [*lessor*], his heirs or assigns, pursuant to his covenant in that behalf hereinafter contained). And all and every the same dwelling-houses, barns, stables, cow-shed, pig-sties, fold-yard, erections, buildings, hedges, ditches, mounds, fences, gates, wickets, stiles, rails, posts, and pales, in such good, sound, and substantial order and repair, together with the quiet and peaceable possession thereof, and of all other the premises, at the end and expiration, or other sooner determination of this demise or lease, shall and will leave and yield up unto the said lessor or his assigns, or such other person or persons as aforesaid. And also, that he the said lessee, his executors, or administrators, shall and will from time to time, and at all times during this demise or lease, (after the ring or out-bound fences of the said hereby demised new inclosed lands or grounds shall be made and completed, pursuant to the covenant of the said [*lessor*], in that behalf hereinafter contained), in the hedge rows, fences, and mounds, of and belonging to the said demised premises, from time to time, set and plant good hawthorn or crab quicksets likely to grow and prosper, wheresoever and whensoever such are or shall be wanting, and do his and their best endeavours from time to time to preserve the same. AND ALSO, that he the said [*lessee*], his executors and administrators, shall and will from time to time, and at all times, during the continuance of this demise or

Tenant to
use lands in
a regular
way.

lease, use, manage, cultivate, and employ all and every the aforesaid lands and premises, in a good and husbandlike manner, and in a due and regular course of husbandry, and not wilfully or willingly waste, destroy, impoverish, or make barren, or cause, or procure, or willingly suffer the same, or any part or parts thereof, or the timber or trees which during the said term shall or may be planted or grow upon the said demised lands, or any part thereof, to be wasted, destroyed, impoverished, or made barren, by over-much tillage or otherwise, but from time to time, and at all times, shall and will do his and their best endeavours to preserve the same from waste, spoil, and destruction, and in and upon the same lands and premises, duly and properly spend, use, lay, and employ all the hay, straw, fodder, dung, soil, muck, manure, and compost, that shall and may from time to time arise, come, grow, or be made in or upon the said premises. And at the end of this demise or lease, shall and will leave upon some convenient part or parts of the said premises, for the use of the said [lessor] and his assigns, or such other person or persons as aforesaid, all the hay, straw, fodder, dung, soil, muck, manure, and compost that shall remain unspent, except thirty tons of hay, which the said [lessee], his executors and administrators, is and are to have liberty to carry away, sell, and dispose of, as is hereinafter mentioned. AND ALSO, that he the said [lessee], his executors or administrators, shall and will from time to time, and at all times during the continuance of this demise or lease, when and so often as the said hereby demised lands, or any part thereof, shall have gone through a regular and due course of tillage, lay down the same in an husbandlike manner, with a usual and sufficient quantity of clover, or other grass seeds. AND ALSO, that he the said lessee, his executors, and administrators, shall and will from time to time, and at all times during the continuance of this demise or lease, make summer fallow, and sow with turnips all the clover leys that shall have been broken up and sown the preceding year with grain, before another crop shall be taken therefrom. AND ALSO, that he the said [lessee], his executors or administrators, or any of them, shall not nor will at any time or times after the first eight years of the said term of twenty-one years hereby demised, determinable as hereinafter is mentioned, take more than two crops, (a turnip or clover crop not to be deemed one), successively off any part of the said lands hereby demised. And shall and will at all times after the first eight years of the said term, with the second or last of the said crops of

To leave
straw, &c.,
at the end
of term.

After a regular
tillage, to lay
same down
with clover
or grass
seeds.

To make
summer fallows, and
sow with
turnips the
clover lays
broken up
the preceding
year.

Not to take
more than
two crops (a
turnip and
clover crop
not to be
deemed
one) off any
of the lands.
And after
that time to
lay down

the same
with good
seeds, and
manure the
same with
twelve cart
loads of
dung to
every acre.
Tenant in
the Lent
seedness,
before the
expiration
of the lease.

Lessor or
tenants to
enter the
Christmas
preceding
expiration
of tenancy,
to plough.

Lessee to
sign notices
to forewarn
from tres-
passing.

And to per-
mit his
name to be
used in ac-
tions.

grain, sow and lay down the lands so cropped, with good and sufficient quantities of clover and other proper grass seeds, and previous to the sowing of one of the said crops, manure the said lands, with either twelve full cart loads of good rotten muck, or eight quarters of well burnt clod lime to every acre. AND ALSO that he the said [*lessee*], his executors or administrators, shall and will, at his and their own costs, in the Lent seedness next, before the end or expiration of this demise or lease, in a good and husbandlike manner, and according to the custom of the country, sow a sufficient and usual quantity of clover seed, or other grass seeds, upon so much of the said hereby demised lands, as shall have been sown with Lent corn or grain, and preserve the same from harvest time till the end of the said term, and not permit or suffer the same to be grazed or eaten, by any horses, sheep, and pigs, or other cattle whatsoever; such last mentioned seeds, at the price they cost in the market, to be paid for by the said [*lessor*] and his assigns, or such other person or persons as aforesaid. AND also that he the said [*lessee*], his executors or administrators, shall and will, at Candlemas-day next, before the end, expiration, or other sooner determination of this demise, or lease, pay up, and deliver possession to the said [*lessor*] and his assigns, or such other person or persons as aforesaid, of the said demised meadows, called or known by the name of the, &c. AND also that it shall and may be lawful, to and for the said [*lessor*] and his assigns, and such other person or persons aforesaid, and his or their agents, or future tenant of the said demised lands, at Christmas next, before the end of the said term, to enter upon, and plough up all such parts of the said demised lands, as shall the preceding year have been sown with winter corn or grain. AND also, that he the said [*lessee*], his executors or administrators, shall and will, from time to time, during the continuance of this demise or lease, at the request of the said [*lessor*], his heirs or assigns, sign all such notices forewarning any person or persons from trespassing, hunting, shooting or sporting upon the said demised premises, as he the said [*lessor*] and his assigns, or such other person or persons as aforesaid shall think proper; and shall and will permit, and that it shall and may be lawful, to and for the said [*lessor*] and his assigns, and such other person or persons as aforesaid, to use the name or names of him the said [*lessee*], his executors or administrators, in any action or actions, he or they shall think proper to commence, sue, or prosecute, against any person or persons whomsoever, for hunting, coursing, shooting, or

sporting, upon the said demised premises, or any part thereof. He the said [*lessor*] and his assigns, and such other person or persons as aforesaid, indemnifying and saving harmless the said [*lessee*], his exécutors and administrators, from and against all costs, charges, and expenses, which he or they shall or may be at, or put unto, for or by reason, or on account of any such action being brought, commenced, or prosecuted in his or their name or names as aforesaid. AND also, that he, the said [*lessee*], his executors or administrators, shall not nor will release or discharge any action or actions, which by the direction of the said lessor and his assigns, or such other person or persons as aforesaid, shall be brought or commenced, in the name or names of him the said [*lessee*], his executors or administrators, against any person or persons whomsoever, for hunting, coursing, shooting, or sporting upon the said premises, or any part thereof. AND FURTHER, that it shall and may be lawful, to and for the said [*lessor*] and his assigns, and such other person or persons as aforesaid, and his and their agents, servants and workmen, once or oftener in every year, during the said hereby demised term, at convenient time in the day time, at his or their free will and pleasures, to enter and come into and upon the said demised premises, and into and upon any messuages and buildings, already erected and built, or that may be erected and built thereon, to view, search, and see the state and condition of the reparations thereof, and of the hedges and fences, of and belonging to the same premises, and to regard and take care of the performance of the covenants and agreements herein contained. And that the said [*lessor*], doth hereby for himself, his heirs, executors and administrators, covenant, promise, and agree, to and with the said [*lessee*], his executors and administrators. THAT he the said [*lessor*], his heirs or assigns, shall and will at his and their own costs and charges, within the space of one year from the commencement of this demise or lease, well and effectually make and complete, or cause to be made and completed, the ring or outbound fences already begun, and in part completed round the new inclosed lands hereby demised, or intended so to be, by throwing up or making a proper mound or bank, and fencing the same on each side with good and sufficient double posts and rails, and by planting in the inside, or between such posts and rails, a good and sufficient quantity of hawthorn, or crab quicksets, in the proper season, likely to grow and prosper. AND also, shall and will, within the like space of one year, at his and their own costs, find and provide a sufficient number of

Not to re-
lease ac-
tions.

Landlord to
enter and
view re-
pairs.

Landlord to
finish fences
begun
round the
new in-
closed land.

And find
gates.

•
Lessee to
pay 500*l.* on
account of
erections.

gates, wickets, stiles, and posts, for all the said hereby demised new inclosed land. AND also, that he the said [*lessor*], his heirs or assigns, shall and will, within the space of six months from the day of the date of these presents, well and truly pay or cause to be paid, unto the said [*lessee*], his executors or administrators, the sum of 500*l.* of lawful, &c., on account of his and their making and erecting such buildings hereinbefore covenanted to be erected and built by the said [*lessee*], his executors or administrators, on the said demised new

Lessor at
Michael-
mas, pre-
vious to
quitting, to
sow any
quantity,
not exceed-
ing
acres of
winter corn
for his be-
nefit, with
room to
thrash, &c.

inclosed lands as aforesaid. AND also, that it shall and may be lawful, to and for the said [*lessee*], his executors, administrators, or assigns, in the Michaelmas seedness, next before the end, or other sooner determination of the said term hereby granted, to sow any quantity of the said demised lands, not exceeding acres, with winter corn; so as the same be sown upon a summer fallow, or brush clover, properly prepared with muck or lime, in an husbandlike manner, and that the said [*lessee*], his executors, administrators, and assigns, shall have the benefit of the crop of such winter corn, and also room in the barns, upon the said demised premises, to house and thresh out the same till the day of

next following the harvest, allowing one third part of the said crops of corn as shall be so sown to be set out, (the tithe to be first taken out of such lands as are titheable), in the field after reaping, for the use and benefit of the said [*lessor*] and his assigns, or such other person or persons, who for the time, &c., in possession as aforesaid, as a recompence and satisfaction for the growing of the said corn, from the end, or other sooner determination of the said hereby demised term, to harvest time, and for the use of the barns for harvesting and threshing out the same as aforesaid. AND also leaving all the straw arising from the said crops upon the premises, for the use of the said [*lessor*] and his assigns, or such other person or persons as aforesaid.

But leaving
all the
straw.

For peace-
able enjoy-
ment on
perform-
ance of co-
venants.

AND FURTHER, that he the said [*lessee*], his executors and administrators, at and under, and subject to the yearly and other rents, covenants, exceptions, provisos, conditions and agreements, herein reserved and contained on his and their parts and behalf, to be paid, done, and performed, shall and may from time to time, and at all times, during the said term, lawfully, peaceably, and quietly enter into, have, hold, use, occupy, possess and enjoy, all and singular the said messuages, mill, buildings, piece or parcels of land and premises, with the appurtenances, (except such as is hereinbefore excepted), without any the let, suit, trouble, interruption, or disturbance whatsoever, of, from, or by the said [*lessor*], his

heirs or assigns, or of, from, or by any other person or persons whomsoever, lawfully claiming or to claim, by, from, or under him, them, or any of them, or by, or through his, or their, or any of their acts, means, ascent, consent, privity or procurement. PROVIDED ALSO, ^{landlord or tenant to quit at the end of fourteen years, if wished for,} and these presents are upon the express condition, that if the said [*lessor*] and his assigns, or such other person or persons, who for the time being shall or may be entitled to the freehold and inheritance of the said premises, in possession as aforesaid, or the said [*lessee*], ^{on giving due notice of intention.} his executors or administrators, or any or either of them shall be minded or desirous to determine and make void this present demise or lease, at the end of the first fourteen years of the said term of twenty-one years; and shall signify such his or their intention to the other or either of them by notice in writing, to be given or left at his or their last or most usual place or places of abode, at least one year before the end of the said fourteenth year of the term of twenty-one years, that then and in such case, from and after the end or expiration of the said fifteen years of the said term, on payment and performance of all rents, arrears of rent, covenants and duties on the tenant's part, to be paid, done, and performed. This indenture, and every clause, matter, and thing herein contained, shall cease and determine, and be utterly void, to all intents and purposes whatsoever, any thing herein contained to the contrary notwithstanding. PROVIDED ALSO, and it is hereby covenanted, ^{Lessor to pay lessee money expended in repairs, not exceeding £. if lessor determines to make lease void, at the end of first fourteen years.} declared and agreed, by and between the said parties to these presents, and particularly the said [*lessor*], doth hereby for himself, his heirs, executors, and administrators, covenant, declare, and agree with, and to the said [*lessee*], his executors, and administrators, that in case the said [*lessor*] and his assigns, or such other person or persons as aforesaid shall determine and make void this present demise or lease, at the end of the first fourteen years of the said term of twenty-one years, pursuant to the proviso or agreement hereinbefore for that purpose contained; then he the said [*lessee*], his heirs, executors, administrators, or assigns, or such other person or persons as aforesaid, shall and will, from and immediately after the end or expiration of the first fourteen years of the said term of twenty-one years, well and truly pay or cause to be paid, unto the said [*lessee*], his executors or administrators, any sum or sums of money, not exceeding the sum of £. which he the said [*lessee*], his executors or administrators, shall have actually laid out and expended in erecting buildings upon the said demised lands and premises, or which he hath already laid out or expended, or shall lay out or expend during the first

five years of the said term, in repairs, new fencing, draining and other improvements upon the said demised lands and premises, over and besides the said sum of 500*l.* hereinbefore covenanted and agreed to be paid by the said [*lessor*], to the said [*lessee*], on account of such buildings and improvements; such sum or sums of money to be settled by two indifferent persons, one of whom to be named by the said [*lessor*] and his assigns, or such other person or persons as aforesaid, and the other of them to be named by the [*lessee*], his executors or administrators: and in case such two persons to be named as aforesaid, shall not within twenty-one days next after their nomination, ascertain and settle what sum or sums of money, shall be paid by the said [*lessor*] and his assigns, or such other person or persons as aforesaid, to the said [*lessee*], his executors or administrators, then the same shall be ascertained and settled by such one indifferent person as the said two persons to be nominated as aforesaid, shall in that behalf nominate or appoint. AND also, that it shall and may be lawful, to and for the said [*lessee*], his executors or administrators, in the last year previous to his or their quitting the said demised premises, to carry away, sell and dispose, from off the said demised lands, any quantity of hay, not exceeding thirty tons, any thing hereinbefore contained to the contrary thereof anywise notwithstanding. IN WITNESS, &c.

Tenant to carry off the premises at the end of term, not thirty tons of hay.

Lease of a Farm from two Persons seized in right of their Wives, in which the Wives join, with the Rent reserved to their respective Heirs after their decease (1).

THIS INDENTURE, made, &c., between I. W., of, &c., and A. his wife, and M. N., and M. his wife, (which said A. and M., are the two daughters of N. P., late of, &c., and M. his wife, both deceased, and also devisees named in the last will and testament of C. D., late of, &c., deceased), of the one part; and F. R., of, &c., of the other part.

Consideration.

WITNESSETH, that for and in consideration of the, yearly rents, covenants, and agreements, hereinafter reserved, mentioned, and contained on the part and behalf of the said F. R., his executors and administrators, to be paid, done, and performed, they the said

(1) This lease is made under stat. 38 Hen. VIII., c. 28. which requires the wife to be made a party to, and seal the lease; and the rent to be reserved to the husband and wife, and heirs of the wife, and all other requisites that are necessary to be observed to the validity of the lease, as when made by tenants in tail under the same statute.

I. W., and A. his wife, and M. N., and M. his wife, have demised, leased, and to farm letten, and by these presents do demise, &c., all, &c., together with all ways &c. To HAVE AND TO HOLD the said messuage, &c., unto the said F. R., his executors and administrators, from the feast-day of now next ensuing, for and during and unto the full end and term of twenty-one years thence next ensuing, and fully to be complete and ended, YIELDING AND PAYING therefore, yearly and every year during the said term hereby granted, unto the said I. W., and A. his wife, and M. N., and M. his wife, and the respective heirs of the said A. and M., the yearly rent of £. of lawful money, &c., by two even and equal portions, on the feast-day of and the feast-day of in each and every year, the first payment thereof to begin and be made on the feast-day of next ensuing the date of these presents. AND ALSO YIELDING AND PAYING to the said I. W., and A. his wife, M. N., and M. his wife, and the respective heirs of the said A. and M., yearly and every year, for every acre of the said demised premises, for which the said F. R., his executors or administrators, or any of them, shall take more than two crops of corn or grain successively, without making a summer fallow or tith between, or letting the same lie pasture, (except when the same shall be sown with rye-seed, pease, or beans, as hereafter is mentioned), the further yearly rent or sum of 4*l*. of like lawful money of *Great Britain*, as an increase of rent, over and besides the said yearly rent of £. hereinbefore reserved, and so likewise in proportion for a less quantity than an acre, the said contingent rent of 4*l*. an acre before specified, when and as the same shall become due and payable as before mentioned, to be paid unto the said I. W., and A. his wife, and M. N., and M. his wife, and the respective heirs of the said A. and M., on the two feast-days before mentioned, by like even and equal portions, the first payment of the same to begin to be made on such of the said feast-days as shall next ensue after the same shall happen to commence and occur as aforesaid. AND the said F. R., doth hereby for himself, his heirs, executors, and administrators, covenant, promise, and agree to and with the said I. W., and A. his wife, and M. N., and M. his wife, and the respective heirs of A. and M., in manner and form following; (that is to say), that he the said F. R., his executors and administrators, shall and will, yearly and every year during the said term hereby granted, well and truly pay, or cause to be paid, unto the said I. W., and A. his wife, and M. N., and M. his wife, and the respective heirs of the said A. and

Demise.

Habendum.

Reddendum

Additional rent on taking more than two crops of corn with out fallowing.

Covenant for payment of rent.

M., the said yearly rent or sum of £. , and also the said increased rent of 4l. an acre, (in case any such shall happen to be incurred), without making any deduction or abatement out of the same, (except, &c.), on such days and times, and in such manner and form, as the same are respectively above hereby reserved, limited, and appointed to be paid, according to the true intent and meaning of these presents. [*Covenant from F. R., for payment of taxes, and for putting and keeping premises in repair*]. AND the said messuage, &c., so being in all things well and sufficiently repaired, &c., at the end and expiration of the said term of twenty-one years, shall and will surrender and yield up unto the said I. W., and A. his wife, and M. N., and M. his wife, or the heirs of the said A. and M. AND also, that it shall and may be lawful to and for the said I. W., and A. his wife, and M. N., and M. his wife, and the respective heirs of the said A. and M., to enter and view the state and condition of the premises, &c. AND also, that he the said F. R., his executors or administrators, or any of them, shall not nor will, in any one year of the said term of twenty-one years hereby granted, plow, sow, dig, break up, convert, or have in tillage, above one acre more than the quantity of 150 acres of the lands and grounds hereby demised. AND also, that he the said F. R., his executors or administrators, shall and will, during the continuance of the said term, in good, orderly, and husbandlike manner, use, spend, spread, lay, and bestow in, upon, and about the said demised premises, where most need or occasion shall be or require, all such hay, straw, stover, muck, dung, compost, soil, and all other the produce which shall from time to time, during the said term; arise, grow, or be made in, upon, or about the said demised premises, or any part thereof (corn, hay, and seed, and the hay in the last year of the said term only excepted). AND also, that he the said F. R., his executors or administrators, shall not nor will, in or during the said term, sow, or cause or suffer any part of the said demised premises to be sown with any manner of corn, grain, or seed whatever, more than two years successively, nor take from off the said demised premises, or any part thereof, above or more than two crops, of corn or grain successively, without making a summer's tilth, or fallow between, or letting the same lie pasture, (except cole-seed, peas, and beans, which the said F. R., his executors or administrators, shall be at liberty to sow, or set in or upon so much of the premises; as are hereby permitted in the next succeeding year after the taking two crops successively, but shall make a good summer fallow thereof the following year).

— as to taxes and repairs.

Lessors may enter to view the state of the premises.

Lessee not to till but a certain number of acres in one year;

and to expend the manure arising, upon the lands.

Lessee covenants not to take more than two crops without fallowing;

AND also, that he the said F. R., his executors or administrators, shall not nor will, during the said term hereby granted, give, grant, demise, let, set, sell, assign, set over, or depart with this present indenture of lease, or the premises hereby demised, or any part or parcel thereof, or his or their estate, term or interest therein, or any part of the same, unto any person or persons whomsoever, (other than and except to his or their wife, children or relations, in and by his and their last will and testament in writing), without the special license and consent of the said I. W., and A. his wife, and M. N., and M. his wife, and the respective heirs of the said A. and M., first had and obtained under their hands and seals for that purpose. PROVIDED ALSO, that if it shall happen that the said yearly rent or sum of £. , or the said contingent yearly rent of 4l. per acre as aforesaid, (in case the same shall become due and payable as before-mentioned), or either of them, shall be behind or unpaid for the space of twenty-one days next over or after the said feasts or days of payment, on which the same ought to be paid as aforesaid, or if the said F. R., his executors or administrators, do and shall not in all things well and truly observe, perform, and keep all and every the covenants, payments, articles, and agreements herein contained on his and their parts to be observed, performed, and kept, and that according to the true intent and meaning of these presents, then and from thenceforth, in either of the said cases happening, it shall and may be lawful to and for the said I. W., and A. his wife, and M. N., and M. his wife, and the respective heirs of the said A. and M., and for every or any of them, into and upon the said demised premises or any part thereof, in the name of the whole, to re-enter, and the same to have again, retain, re-possess, and enjoy, as in his and their first and former estate or estates, and the said F. R., his executors and administrators, and all other occupiers of the said demised premises, or any part thereof, thereout from thence utterly to expel, put out, and amove (this indenture, or any thing herein contained to the contrary thereof in anywise notwithstanding). AND the said I. W. and M. N., for themselves severally, and for the said A. W., and M. N., their respective wives, and for the respective heirs of the said A. and M., do hereby covenant, promise, and agree to and with the said F. R., his executors, and administrators, in manner following; (that is to say), that he the said F. R., his executors and administrators, paying the said yearly rent of £. , above hereby reserved, and the said contingent rent before-mentioned, (in case the same

Not assented to or unless let without license.

Exception.

Lessors to re-enter in case of non performance of covenants, &c.

Covenant by the lessors that lessee shall quietly enjoy.

Proviso for
determining
the lease or
notice.

shall become due or payable in manner and form aforesaid), and observing, performing, fulfilling, and keeping all and singular the covenants, clauses, articles, and agreements herein contained, which, on his and their parts and behalf, are or ought to be paid, observed, fulfilled, and kept, according to the true intent and meaning of these presents, shall and may lawfully, peaceably, and quietly have, hold, use, occupy, possess, and enjoy the said messuage, &c., hereby demised, with the appurtenances, and every part and parcel thereof, for and during all the said term of twenty-one years hereby granted, without any let, suit, hindrance, eviction, ejection, molestation, or interruption whatsoever, of or by them the said I. W., and A. his wife, or M. N., and M. his wife, or the heirs of the said A. and M., or either or any of them, or of or by any other person or persons whatsoever, lawfully claiming or to claim by, from, or under them, any or either of them. AND LASTLY, it is hereby agreed, by and between all the said parties to these presents, that in case the said F. R., his executors or administrators, shall be minded or desirous to quit and leave the said demised premises at the expiration of the first seven or fourteen years of the said term of twenty-one years hereby granted, and shall give notice or warning in writing, under his or their hands or seals, of such his or their minds or intentions, unto the said I. W., and A. his wife, and M. N. and M. his wife, or the heirs of the said A. and M., twelve calendar months before the end and expiration of the said first seven or fourteen years of the said term of twenty-one years, then, and at the end of such first seven or fourteen years of the said term of twenty-one years hereby granted, this present indenture of lease, and the term hereby demised, shall cease, determine, and be utterly void, any thing herein contained to the contrary thereof in anywise notwithstanding. IN WITNESS, &c.

A short Form of Lease of a House and Goods for twenty-one Years.

Parties.

THIS INDENTURE made, &c., between A. N., of &c., of the one part; and J. T., of, &c., of the other part.

Consideration.

WITNESSETH, that for and in consideration of the yearly rent and covenants hereinafter reserved and contained on the part and behalf of the said J. T., his executors, administrators and assigns, to be paid, observed, and performed, he, the said A. N., hath demised, leased, and to farm let, and by these presents doth

demise, &c., unto the said J. T., all that messuage or tenement called, &c., now in the possession of, &c., with all and singular ways, waters, easements, and appurtenances to the said messuage or tenement belonging, or in any wise appertaining, together with the use of the goods in the schedule hereunto annexed mentioned; *Ubiendum* To HAVE AND TO HOLD, all and singular the said messuage or tenement, and premises above-mentioned, with the appurtenances, unto the said J. T., his executors, administrators, and assigns, from the 25th day of March next, for and during the term of twenty-one years thence next ensuing, and fully to be complete and ended; yielding and paying therefore, yearly, during the said term, unto the said A. N., his heirs and assigns, the yearly rent of 20*l.* of, &c., in and upon the 24th day of June, the 25th day of September, the 25th day of December, and the 25th day of March, by even and equal portions, the first payment thereof to begin and be made on the 24th day of June next ensuing. AND if it shall happen the said yearly rent above reserved, or any part thereof, shall be behind and unpaid, in part or in all, by the space of twenty-one days next after any or either of the said days appointed for payment thereof, then and from thenceforth it shall and may be lawful to and for the said A. N., his heirs and assigns, into the said premises to re-enter, and the same to have again, re-possess, and enjoy, as in his and their first and former estate, right, title, and degree, any thing herein contained to the contrary thereof in any wise notwithstanding. *Covenant for payment of rent,* AND the said J. T., for himself, his executors, administrators, and assigns, doth covenant and grant to and with the said A. N., his heirs, and assigns, that he the said J. T., his executors, administrators, or assigns, shall and will, well and truly pay, or cause to be paid, unto the said A. N., his heirs or assigns, the said yearly rent above reserved at the days and times, and in manner and form above expressed, clear of, and over and above, all taxes, rates, and payments whatsoever, (except land tax). *and to repair premises.* AND ALSO, that he the said J. T., his executors, administrators, and assigns, shall and will, from time to time, and at all times during the said term hereby granted, well and sufficiently repair, maintain, sustain, uphold, amend, and keep the said demised premises, and every part thereof, with the appurtenances, in, by, and with all and all manner of needful and necessary reparations whatsoever, when and as often as need shall require: and the same so well and sufficiently repaired, maintained, sustained, upheld, and kept, at the end of the said term unto the said A. N., his heirs

For peaceable enjoyment.

and assigns, shall and will peaceably and quietly leave and yield up; and shall and will then also leave unto the said A. N., his heirs and assigns, all such goods as are mentioned in the schedule hereto annexed, in as good plight and condition as they are now in: (*The reasonable usage of them, and the casualty of fire in the mean time, only excepted*). AND ALSO, that he the said J. T., his executors, administrators, and assigns, shall and may, by and under the yearly rent and covenants herein reserved and contained, peaceably and quietly have, hold, occupy, possess, and enjoy all and singular the said messuage or tenement, and premises above-mentioned, with the appurtenances, for and during the said term hereby granted, without the let, trouble, hindrance, molestation, interruption, and denial of him the said A. N., his heirs and assigns, or of any other person or persons, claiming or to claim, by, from or under him. IN WITNESS, &c.

A short Lease of a Shop.

Parties.

THIS INDENTURE, made, &c., between J. B., of &c., of the one part; and T. S., of, &c., of the other part.

Consideration.

WITNESSETH, that the said J. B., for and in consideration of the rents and covenants hereinafter reserved and contained, which, on the part and behalf of the said T. S., his executors, administrators, and assigns, are to be paid and performed, hath demised, leased, and to farm let, and by these presents doth demise, &c., unto the said T. S., all that shop or lower room situate, lying and being in, &c., late in the tenure of, &c., but now in the tenure or possession of him the said T. S. or his assigns; TO HAVE AND TO HOLD, the said shop or lower room unto the said T. S., his executors, administrators, and assigns, from, &c., last past, before the date hereof, for and during the term of seven years, from thence next ensuing, and fully to be complete and ended; yielding and paying therefore yearly, and every year, during the said term hereby granted unto the said J. B., his executors, administrators, and assigns, the yearly rent or sum of, &c., to be paid by equal quarterly payments, being the days following, the 25th day of December, the 25th day of March, the 24th day of June, and the 29th day of September, in every year; the first quarterly payment thereof to begin and be made on the 25th day of December next ensuing the date of these presents. AND if it shall happen the said yearly rent or sum of, &c., or any part thereof, to be behind and unpaid, in part or in

all, by the space of fifteen days next after any, or either of the said days of payment, on which the same ought to be paid as aforesaid, being lawfully demanded, that then and from thenceforth it shall and may be lawful to and for the said J. B., his executors, administrators or assigns, into the said shop or lower room to re-enter, and the same to have again, re-possess and enjoy, as in his and their first and former estate or estates, any thing herein contained to the contrary notwithstanding. AND the said T. S., for himself, his executors, administrators, and assigns, doth covenant and grant to and with the said J. B., his heirs and assigns, by these presents, that he the said T. S., his executors, administrators, or assigns, shall and will, well and truly pay or cause to be paid unto the said J. B., his heirs or assigns, the said yearly rent or sum of, &c., on the respective days of payment above-mentioned. AND the said J. B., for himself, his executors, administrators, and assigns, doth covenant and grant to and with the said T. S., his executors administrators and assigns, that it shall and may be lawful to and for the said T. S., his executors, administrators and assigns, under the rents and covenants herein contained, peaceably and quietly to have, hold, use, occupy, possess, and enjoy the said shop or lower room hereby demised, during the said term hereby granted, without any molestation, disturbance, or denial of him the said J. B., his heirs, executors, administrators or assigns, or of any other person or persons whatsoever, claiming or to claim, by, from or under him, them, or any of them. IN WITNESS, &c.

A Building Lease.

THIS INDENTURE, made, &c., between A. B., &c., Parties of the one part; and C. D., of the other part.

WITNESSETH, that the said A. B., for and in consideration of the rents, covenants, and agreements hereinafter reserved and contained by and on the part and behalf of the said C. D., his executors, administrators, and assigns, to be paid, done, and performed, HATH demised, leased, set, and to farm let, and by these presents DOTH demise, lease, set, and to farm let, unto the said C. D., his executors, administrators, and assigns, ALL that piece or parcel of ground, situate, lying, and being on, &c., in the said parish of containing in breadth on the north side thereof and in depth on the east side thereof be the same more or less, and on the west side thereof east, and from thence south and from thence east, be the same more or less, together with the messuages or tenements, and other the erections and build-

ings thereon, which the said C. D., shall have full liberty to pull down; and to take to and for his own use: which said piece or parcel of ground abuts north on aforesaid, south on gardens to some houses on the north side of _____ belonging to the said A. B., now on lease to _____ east on buildings, &c., and west, &c., and is more fully delineated and described in the plan or ground plot thereof, in the margin of these presents, together with all erections and buildings to be erected and built thereon; and all ways, paths, passages, drains, waters, watercourses, easements, profits, commodities, and appurtenances whatsoever belonging and which shall belong to the said hereby demised premises, or any part or parcel thereof, To HAVE AND TO HOLD the said piece or parcel of ground, messuages, or tenements, erections, buildings, and premises hereby demised, or intended so to be, with their and every of their appurtenances, unto the said C. D., his executors, administrators, and assigns, from the _____ day of _____ last past, before the date hereof, for and during, and unto the full end and term of _____ years from thence next ensuing, and fully to be complete and ended; YIELDING AND PAYING therefore, for the first year of the said term hereby demised, the rent of a pepper-corn on the last day thereof, if demanded; AND YIELDING AND PAYING therefore, yearly and every year for and during the remaining _____ years of the said term hereby demised, unto the said A. B., his heirs and assigns, the yearly rent or sum of _____ l. of lawful money of Great Britain, by half-yearly payments on the _____ and _____ in each year; by even and equal portions, the first payment thereof to begin and be made on _____ in the year of our Lord _____ the said several rents to be paid and payable, from time to time, on the several feasts aforesaid during the said term, free and clear of all rates, taxes, charges, assessments, and payments, whatsoever, taxed, charged, assessed, or imposed upon the said hereby demised premises, or any part thereof, by authority of parliament, or otherwise howsoever, during the said term hereby granted. AND the said C. D., for himself, his heirs, executors, administrators, and assigns, NOTH covenant, promise, and agree to and with the said A. B., his heirs and assigns, by these presents, in manner following; (that is to say), that he the said C. D., his heirs, executors, administrators, and assigns, shall and will, yearly and every year during the last _____ years of the said term hereby granted, well and truly pay, or cause to be paid, unto the said A. B., his heirs and assigns, the said yearly rent or sum of _____ l. of lawful money of Great Britain, on the several days and

Plan.

Hobendum.

Reddendum
a pepper-
corn for the
first year;
and the sum
of _____ l.
during the
remainin-
g years

clear of
taxes, &c.

Covenant
by lessee to
pay the
rent,

times, and in manner hereinbefore limited and appointed for payment thereof, without making any deduction or abatement thereout for or in respect of any rates, taxes, assessments, duties, charges, or impositions whatsoever, taxed, charged, assessed, or imposed, or to be charged, assessed, or imposed upon the said hereby demised premises, or any part thereof, during the said term hereby granted; all which rates, taxes, assessments, duties, and taxes, charges, or impositions he the said C. D., his executors, administrators, or assigns, shall and will bear, pay, and discharge, and thereof and therefrom acquit, save harmless, and keep indemnified the said A. B., his heirs and assigns. AND that he the said C. D., his executors, administrators, or assigns, shall and will, before the expiration of the first year of the said term hereby granted, at his and their own proper costs and charges, erect, build, complete, and in a workman-like manner finish one or more good and substantial brick messuages or tenements upon some part of the ground hereby demised, and shall and will lay out and expend therein the sum of £. or upwards; AND ALSO that he the said C. D., his executors, administrators, and assigns, shall and will, from time to time, and at all times, from and after the said messuage or tenement, erection and buildings, on the said piece of ground hereby demised shall be respectively completed and finished, during the remainder of the said term hereby granted, when, where, and as often as need or occasion shall be and require, at his and their own proper costs and charges, well and sufficiently repair, uphold, support, maintain, pave, purge, scour, cleanse, empty, amend, and keep the said messuage or tenement, messuages or tenements, erections and buildings, and all the walls, rails, lights, pavements, grates, privies, sinks, drains, and water-courses thereunto belonging, and which shall belong to the same, in, by, and with all and all manner of needful and necessary reparations, cleansings, and amendments whatsoever. AND that he the said C. D., his executors, administrators, and assigns, shall not nor will, during the said term hereby granted, permit or suffer any person or persons to use, exercise, or carry on, in and upon the said hereby demised premises, or any part thereof, any trade or business which may be nauseous or offensive, or grow to the annoyance, prejudice, or disturbance of any of the other tenements of the said A. B., near adjoining thereto. AND the said messuage or tenement, messuages or tenements, erections, buildings, and premises, with the walls, pavements, sewers, and drains belonging thereto, being in every respect so well and sufficiently repaired, upheld, supported, sustained, maintained, paved, purged, and

And lay out a sum not less than £. in building houses on the premises;

and repair, &c., them when built.

Lessee not to suffer any noxious trade to be carried on in such buildings, &c.

Lessee, on the determination of the lease, to yield up the possession

peaceably
without
waste.

Tessee to
insure the
premises.

Lessor may
enter to
make in-
ventories,
&c.

scoured, cleansed, emptied, amended, and kept, shall and will, at the expiration or other sooner determination of the said term hereby granted, peaceably and quietly leave, surrender and yield up unto the said A. B., his heirs and assigns, together with all doors, locks, keys, bolts, bars, wainscots, chimney-pieces, slabs, foot-pieces, windows, window-shutters, partitions, dressers, shelves, pumps, water-pipes, rails, and all other things which shall be any ways fixed and fastened to, and shall be standing, being, and set up in and upon the said premises hereby demised, or any part thereof, within the last years of the said term hereby granted. AND that he the said C. D., his executors, administrators, and assigns, shall and will, at his and their own proper costs and charges, from time to time sufficiently insure all and every the messuages or tenements, erections, and buildings which shall be erected and built upon the said piece or parcel of ground hereby demised, or any part thereof, from casualties by fire, during the then remainder of the said term hereby granted, in some or one of the public offices kept for that purpose in *London* or *Westminster*; AND in case the said messuages or tenements, erections and buildings, or any of them, or any part of any of them, shall at any time or times during the said term be burnt down, destroyed, or damaged by fire, shall and will from time to time, immediately afterwards rebuild or well and sufficiently repair the same. AND FURTHER, that it shall and may be lawful to and for the said A. B., his heirs and assigns, or any of them, with workmen or others, in his, their, or any of their company, or without, to enter or come into and upon the said demised premises, and every part thereof, at seasonable and convenient times in the day-time; as well at any time or times, during the last seven years of the said term hereby granted, to make an inventory or schedule of the several fixtures and things then standing and being in and upon the said hereby demised premises, which are to be left at the end of the said term to and for the use of the said A. B., his heirs and assigns, pursuant to the covenant hereinbefore in that behalf contained; as also twice or oftener in every year, during the said term hereby granted, to view, search, and see the defects and want of reparations of the said premises, and of all defects and want of reparations which, upon every or any such view or search, shall be from time to time found, to give or leave notice or warning thereof in writing at or upon the said demised premises, unto and for the said C. D., his executors, administrators, or assigns, to repair and amend the same. AND that the said C. D., his executors, administrators, or assigns, shall and will, within

three months next after every such notice or warning shall be given or left, at his and their own proper costs and charges, well and sufficiently repair, amend, and make good all and every the defects and want of reparations, whereof such notice or warning shall be so given or left as aforesaid. Provided for avoiding the lease, in case of non-performance of covenants &c. PROVIDED ALWAYS, NEVER-
THELESS, and these presents are upon this condition, that if the said yearly rent or sum of £. hereby reserved, or any part thereof, shall be behind and unpaid by the space of days next after either of the said fiasts or days of payment whereon the same ought to be paid as aforesaid, (being lawfully demanded), or if the said C. D., his executors, administrators, or assigns, shall not well and truly observe, perform, fulfil, and keep all and every the covenants, articles, clauses, conditions, and agreements in these presents expressed and contained, on his and their part and behalf, to be performed and kept according to the true intent and meaning thereof, then and from thenceforth, in either of the said cases, it shall and may be lawful to and for the said A. B., his heirs and assigns, into and upon the said demised premises, or any part thereof in the name of the whole, wholly to re-enter, and the same to have again, retain, repossess, and enjoy, as in his and their first and former estate, and the said C. D., his executors, administrators, or assigns, and all other tenants or occupiers of the said premises, thereout and from thence utterly to expel, put out, and amove, and that from and after such re-entry made, this present lease, and every clause, article, and thing herein contained, on the lessor's part and behalf from thenceforth to be done and performed, shall cease, determine, and be utterly void to all intents and purposes whatsoever, any thing hereinbefore contained to the contrary thereof in any wise notwithstanding. Covenant for quiet enjoyment. AND the said A. B., for himself, his heirs, and assigns, doth hereby covenant, promise and agree to and with the said C. D., his heirs, executors, administrators, and assigns, that he the said C. D., his executors, administrators, and assigns, paying the said yearly rent hereby reserved in manner and form aforesaid, and observing, performing, and keeping all and singular the covenants and agreements hereinbefore mentioned on his and their part and behalf to be performed and kept, shall and may lawfully, peaceably, and quietly have, hold, occupy, possess, and enjoy the said piece or parcel of ground and premises hereby demised, with their and every of their appurtenances, for and during the said term of years hereby granted, without any lawful let, trouble, denial, or interruption of or by the said

A. B., his heirs or assigns, or any other person or persons lawfully claiming or to claim by, from, or under him, them, or any of them. IN WITNESS, &c.

Lease of Mines of Coal, and Brick Clay.

THIS INDENTURE, made, &c., between the Hon. and very Rev. H. L. H., Doctor in Divinity, Dean of the Free Chapel of St. George within the Castle of W., and Dean of the Collegiate Church, a Royal Free Chapel of W., in the county of S., and Prebendary of the Prebend of W., of the one part; and W. J., of, &c., coal-master, of the other part.

The contract for leasing the mines.

WHEREAS, by an act of parliament, &c., after reciting, &c. [*Here was recited an act to enable [lessor] to grant leases.*] AND WHEREAS the said H. L. H., under and by virtue of the powers of the said recited act of parliament, hath contracted and agreed with the said W. J. to grant unto him, the said W. J., a lease or demise of all and every the mines of coal and clay already found and discovered, and which shall and may hereafter be found or discovered, in, under, or upon, all the demesnes, waste, wood, or common lands, parcel of, or belonging to the manor of W. aforesaid, hereinbefore more particularly described, with full, ample, and sufficient powers for working, getting, raising, selling, and disposing of the same, at and under the several rents or royalties hereinafter mentioned, and reserved for and in respect of the same mines, (being the best and most improved yearly rents or royalties, and the same being not less than one-eighth part of the value of the produce, being estimated by sales at the pit's mouth), that could be reasonably had or gotten for mines of the like quality and situation, and subject to the covenants, conditions, provisos, stipulations, restrictions, and agreements, hereinafter explained and contained. Now THIS INDENTURE WITNESSETH, that in pursuance of the said recited contract, and for carrying the same into execution, and for and in consideration of the yearly rents, royalties, reservations, covenants, provisos, and agreements, hereby reserved, and hereinafter expressed and contained, and Joy and on the part and behalf of the said [*lessee*], his executors, administrators, and assigns, to be paid, done, and performed. He, the said [*lessee*], as such dean and prebendary as aforesaid, in virtue and in pursuance of the power and authority, in and by the said recited act of parliament given, granted, and reserved, or otherwise vested in him, *hath granted, leased, and demised,*

Consideration.

The demise.

and by this present indenture by him, the said [*lessor*], sealed and delivered in the presence of, and attested by, one, two, or more credible persons, whose names are written or subscribed at the foot of the attestation hereupon endorsed, as witnesses to the sealing and delivering hereof, by him the said [*lessor*], doth grant, lease, and demise, unto the said [*lessee*], his executors, administrators, and assigns, all and singular the mines, layers, veins, seams, and strata of coal and brick-clay, already found and discovered, and which shall or may, at any time or times hereafter, be opened, found, or discovered in, under, or upon, all and every, or any of the demesne, waste, wood, or common lands, part of, or belonging to the manor of W. H. And which demesne, waste, wood, or common lands, are next hereinafter more fully mentioned and described; (that is to say), all that piece or parcel of uninclosed land or ground, situate at P., within the manor and parish of W., and called by the name of, &c.; and also all that said piece or parcel of uninclosed land or ground, situate at P. aforesaid, together with full and free liberty, license, power, and authority, to and for the said [*lessee*], his executors, administrators, and assigns, in and upon the said demesne, waste, wood, or common lands and premises, or any part thereof, to enter, and there to search, seek, dig, drive, wire, work, and make, greves, shafts, dufts, trenchés, sluices, way-gates, water-gates, and water-courses, and to lay and make any rail, or other ways, or roads for winning, working, getting, raising, or procuring all the said mines of coal, and brick-clay, which shall or may be found within, upon, or under the said demesne, waste, wood, or common lands and premises above described, or any part or parts thereof, together also with the like power and authority for the said [*lessee*], his executors, administrators, and assigns, at his and their free will and pleasure to build and erect all such houses, hovels, lodges, sheds, bridges, and other conveniences, for the standing, laying, and placing of workmen, workhouses, coal, gear, and utensils, to be used or employed in or about the working or carrying on of the works of the said mines of coal and brick clay, and to take, send, and carry away, with horses, wains, carts, and other carriages, all the coal and brick clay, or any to be wrought, won, and gotten forth and out of the said mines and quarries, to be opened and entered as aforesaid, and sufficient ground-room, weal-room, and pit-room, for laying and placing the said coal and brick clay, and for manufacturing the same. AND ALSO from time to time, at the

Demise.

Coal and brick clay.

Power for lessee to enter and dig, &c.

Exceptions
for lessor to
enter and
work other
seams, not
parcel of
those de-
mised.

free will and pleasure of the said [*lessee*], to alter, remove, pull down, or wholly carry away and dispose of all the said engines, gins, whimsies, or other erections matters, and things, which have been, or shall be made by him, the said [*lessee*], his executors, &c., upon the said premises, for the purposes aforesaid. AND also with full liberty, power, and authority, to dig clay and loam out of and in the said demised lands, waste, wood, and common land, to make bricks for the bridges, pits, and works, to be made for the use of the said mines and collieries, carried on under this demise : and to do, perform, and execute, all and every such other acts, matters, and things, in and upon the said demesne, waste, wood, or common lands and premises, as shall be deemed needful and requisite for the working, getting, raising, and manufacturing of the mines of coal and brick clay, for the use or benefit of the said quarries, save and except, and always reserved out of these premises, and the lease or demise hereby made or intended to be made, unto the said [*lessor*] and his successors, for the time being, all such other seams, strata, veins, and mines of iron-stone, and all other mines, minerals, fire clay, stone, and earth, of what nature and kind-soever, not being part and parcel of the said mines of coal and brick clay, to be, or intended to be hereby demised. And also full and free liberty, to and for the said [*lessor*], and his, &c., to the said excepted mines, and his and the agents, workmen, and labourers, free ingress, egress, and right to the said excepted mines and premises, and to work, dig, break up, get, carry away, convert, sell, and dispose of all the said excepted mines, minerals, iron-stone, fire clay, earth, and other things hereby excepted, at his and their, or any of their free will and pleasure, and for that purpose to make, use, and deepen all or any of the pits or shafts which may have been made or sunk by the said [*lessee*], his executors, administrators, or assigns, on any of the said lands and premises, when he, the said [*lessee*], his executors, administrators, or assigns, shall have worked out such pits, and done using such shafts. And also full power, liberty, and authority, for him and them, from time to time, and at all times during the continuance of this demise, to sink and make other shafts or pits, in and upon the said lands, and to erect, build, and construct, all such erections, buildings, furnaces, kilns, works, houses, machines, and conveniences, as he or they may think necessary, for any of the purposes aforesaid ; but, nevertheless, so that the said [*lessor*], and his, &c., shall not, by such

last-mentioned works, interfere with, hinder, or obstruct the said [*lessee*], his executors, administrators, and assigns, in the enjoyment of the premises hereby demised. And also making and allowing for the brick, curbs, timber, and manure left therein; as also for the coal that shall be left by the said [*lessee*], his executors, &c., for the support and preservation of the shafts, for the use of the said [*lessor*] as aforesaid, a fair and reasonable compensation and satisfaction, to be ascertained, settled, and allowed, by referees, (in case the said parties cannot themselves agree upon the amount of the same), in manner hereinafter expressed. **TO HAVE AND TO HOLD** the said mines of clay and brick-clay, and other clay, and all and singular other the premises hereby granted and demised, or mentioned, or intended so to be, with their and every of their appurtenances, (except as aforesaid), unto the said [*lessee*], his executors, administrators, and assigns, from the 24th day of June now last past, for and during, and unto the full end and term of sixty years thence next ensuing, and fully to be complete and ended, (determinable nevertheless as hereinafter mentioned). **YIELDING AND PAYING** therefore unto him, the said [*lessor*], his, &c., the several respective rents, royalties, reservations, or sums of money following, (*id est*), the sum of 1s. for each and every ton weight of coal which, during the continuance of the said term of sixty years, shall or may be gotten, wrought, and taken from the said demised waste, wood, or common lands and premises; the further sum of 4d. for each and every ton of slack which shall or may be gotten, wrought, and taken as aforesaid; the further sum of 2d. for each and every sack of coke which shall or may be made during the said term, from the said coals so to be gotten, wrought, and taken as aforesaid; and the further sum of 1s. 6d. for every 1000 of bricks, tiles, or quarries, which shall be made from any common brick clay, and which, during the said term of sixty years, shall be raised, gotten, made, and sold, from any part or parts of the said demesne, waste, wood, or common lands and premises, by him, the said [*lessee*], his executors, administrators, and assigns, and so in proportion for any greater or less quantity of the said several articles respectively; each and every of such tons to consist of and contain 20 cwt., and each cwt. to consist of and to contain 120 lbs., and such weight, to be ascertained by a proper and accurate gauge of the boat wherein such coals shall be delivered, if carried away, sold and disposed of by the boats, and by a proper and accurate weighing machine or machines if carried away or dis-

Hibendum.

Reservations.

posed of by land sale, and such weighing machine or weighing machines, to be forthwith prepared and erected for that purpose, by and at the costs and charges of the said [*lessee*] his executors, administrators, and assigns, and to be from time to time repaired, and be kept in good and sufficient repair, at his and their like expense. All which said several and respective royalties, reservations, or sums of money hereinbefore mentioned and received, shall be paid and payable to the said [*lessor*], by quarterly payments, at or upon the several and respective days or times hereinbefore mentioned and appointed for payment thereof, (that is to say), the 30th day of January, the 30th day of April, the 30th day of July, and the 30th day of October, in each and every year during the term hereby granted, without any deduction or alteration whatsoever, for or in respect of any taxes, or on any other account whatsoever; the first payment of the said rents, royalties, or reservations, to commence and become due and payable on the 30th day of July, which will be in the year 18 . . . And in case in either of the two quarters during the term of six months, to be computed from the 24th day of June, now next ensuing, the said rent, reservations, or royalties, reserved for the said coal only, during either of such quarters of a year, as shall not have amounted to the full and clear sum of £ . . . Then YIELDING AND PAYING unto the said [*lessee*] and his successors, so much, and such further and additional sums of money, as the said rents, royalties, or reservations for the said large coal, shall have fallen short in either of those quarters of a year, of the sum of £ . . . as and for the rent, reservation, or royalty, from and in respect of such additional sum of money, to be paid upon such day which shall conclude the quarter wherein such deficiency shall have happened as aforesaid; nevertheless the said [*lessee*], his executors, administrators and assigns, in case of his or their having made up any such deficiencies or failure in the said rents, royalties, or reservations, arising out or from the said large coal as aforesaid, shall be at liberty in any succeeding quarter of the year, when the said mine-rent, royalty, or reservation, for the said large coal only shall exceed the quarterly sum of £ . . ., make up the former shorts or deficiencies, by selling or disposing of such quantity of the said large coal, as at the rate of the said reserved rent, reservation or royalty, shall be sufficient to reimburse him and themselves, the monies he or they shall have paid to make up the deficiency of the said quarterly mine-rent, or royalty, of £ . . . as aforesaid, with-

Reservation
of additional
sums upon
contingent
events, in
regard to
rents.

out paying any rent for such last mentioned quantity. AND in case in any one quarter of the year, during the term of one year, to be computed from the 25th day of December, which will be in the year 18 the said rent, reservation or royalty, reserved for the said large coal only, during each of such last mentioned quarters of a year as shall not have amounted to the full and clear sum of £. THEN ALSO YIELDING AND PAYING rent to the said [*lessor*], his, &c., so much and such full and additional sum of money, as the said rents, royalties, or reservations, shall have fallen short in either of those last mentioned quarters of a year, of the sum of £. as and for the rent, reservation, or royalty, for and in respect of the said large coal; such last mentioned additional sum to be paid upon the day which shall conclude the quarter, when such deficiency shall have happened as aforesaid; nevertheless the said [*lessee*], his executors, &c., in case of his or their having made up any such deficiency or failure in the said rents, royalties, or reservations, arising out of or from the said large coal as aforesaid, shall be at liberty from time to time, in every succeeding quarter of a year, when the said mine-rent, royalty, or reservation for the said large coal only, shall exceed the last mentioned stipulated quarterly sum of £. to make up former shorts or deficiencies, by selling or disposing of such quantity of the said large coal as at the rate of the said reserved rent, reservation, or royalty, shall be sufficient to reimburse himself and themselves, the monies he or they shall have paid to make up the deficiencies of the said quarterly mine-rent, or royalty, of £., without paying any rent for such last mentioned quantity; and in case in any one quarter of a year, from and after the 25th day of December, 18 and until the said mines shall be completely worked out and exhausted, or the present lease determined, the said rent, reservation, or royalty, reserved for the said large coal only, shall not have amounted during any such quarter of a year, to the full and clear sum of £. of lawful money. THEN ALSO YIELDING AND PAYING unto the said [*lessor*], his, &c., so much and such full and additional sum of money as the said rents, royalties, or reservation, shall have fallen short, in each and either of such quarter of a year, of the sum of £., as and for the rent, reservation, or royalty, for and in respect of the said large coals, such last mentioned additional sum to be paid upon the day which shall conclude the quarter wherein such deficiency shall have happened as aforesaid; nevertheless, the said [*lessee*], his, &c., in case of his or

their having made up any such deficiency or failure in the said rent, royalty, or reservation, arising out of or from such large coal as aforesaid, shall be at liberty from time to time in any succeeding quarter of a year, within the period of two years next following, when the said rent, royalty, or reservation, for the said large coal only, shall exceed the last mentioned stipulated quarterly sum of £. to make up former shorts or deficiencies, by selling or disposing of such quantity of the large coal, as aforesaid, at the rate of the said reserved rent, reservation, and royalty, as shall be sufficient to reimburse himself and themselves, the monies he or they shall have paid to make up the said quarterly rent or royalty of £., and without paying any rent or royalty for such last mentioned quantity, and in case at any time or times, during the continuance of this demise, or lease, any advance or increase shall take place in the price of coals, over and above, or upon, and beyond the following prices of coals, cokes, slack, bricks, tiles, and quarries, being the present selling prices thereof, respectively, (that is to say), for large coals 7s. 6d. per ton; for slack, 1s. 7d. per sack; and for bricks, 28s. per 1000. THEN YIELDING AND PAYING unto the said [*lessor*], &c., in addition to the several fixed royalties or mine-rents, hereinbefore expressed and reserved respectively, one-fourth part of such advance or increased price, at which all or any of the said last above mentioned articles to be raised, gotten, or made out of and from the said mines of coal and clay, hereby demised, shall be sold, over and above the prices of 7s. 6d., 5s. 6d., and 25s. above mentioned, except any increase which may happen by any future tax upon coals and bricks. And the same several royalties, rents, or sums of money, shall at all times be answered and paid, if the said [*lessee*], his executors, administrators and assigns shall think fit, in good and lawful British money or notes of the governors and company of the bank of *England*, or at his or their option, in any one or more good and negotiable banker's bill, or bill of exchange, banker's draft or drafts, or banker's acceptance, or acceptances, payable in London, to be respectively dated on the several and respective quarter days in each and every year hereinbefore mentioned to fall due, at a period not exceeding from the date of each and every such bill or bills, draft or drafts, acceptance or acceptances, respectively to be drawn or indorsed by or in the name of the said [*lessee*], his executors, administrators, and assigns, on the person or persons for the time being, carrying on the said works of the said intended

Modes of
paying royalties.

colliery, but no such bill or bills, draft or drafts, acceptance or acceptances, shall be deemed a satisfaction of the said royalties or reservations, or sums of money for which they shall be paid, unless such bill or bills, draft or drafts, acceptance or acceptances, shall be deemed a satisfaction of the said royalties or such reservations or sums of money, for which they shall be paid, unless such bill or bills, draft or drafts, acceptance or acceptances respectively, shall be duly honoured and paid, when and as they shall severally and respectively fall due. PROVIDED ALWAYS, and it is hereby expressly declared by and between the said parties hereto, that no part of the large coal whereon the rent or royalty of 1s. for each and every ton thereof is hereby reserved, shall at any time or times during the said term, upon any pretence or for any purpose whatsoever, be converted into coke or sold as slack, by the said [*lessee*], his executors, administrators, and assigns. AND FURTHER, that the said [*lessee*], his executors, administrators, and assigns, shall and will from time to time, and at all times during the said term, convert into coke and slack respectively, all such description of coals only, which according to the custom of the country are usually converted into cokes and slack, in respect of which cokes and slack, a rent or royalty of 2*d.* for every sack of cokes, and 4*d.* for every ton of slack, is or are hereby reserved. PROVIDED ALSO, that no such rents or royalties as aforesaid, shall be demanded of or from, or paid by the said [*lessee*], his executors, administrators, or assigns, for or on account of any slack to be used or consumed by fire engines, or steam engines, or whimsies, erected or to be erected, for draining or drawing water or coals from the said collieries or mines, or for or on account of any coals to be used by the workmen to be employed in or about the said works and premises, as are customary to be allowed to them for their domestic purposes, nor for any purpose of making bricks or tiles, to be used, applied, or employed in any of the works, drains, tunnels, soughs, walls for keeping out or preventing the communication of damp or fire within the said pits, or in making, erecting, or building any wharfs, quays, warehouses, bridges, houses, erections, or buildings, in, upon, or under the said demesne, waste, wood, or common lands, to be made, erected or built upon the bricks or tiles last used for any of the purposes as aforesaid, at any time, and from time to time, during the continuance of the said term of sixty years.

PROVIDED FURTHER, and it is hereby also agreed and declared, by and between the said parties to these

No part of the large coal to be converted into coke.

Lessee to convert into coke and slack, such coals only as are customary.

No rent payable on slack used for drawing water or coals for colliery, &c.

For suspension of royalty

alties during stoppage by fire.

presents, that if the working of the said mines or collieries, shall at any time or times hereafter, be totally and entirely suspended or stopped by any fault or faults in the said mines, or by any accident through fire or by water, or other inevitable accident, for and during the space of any one or more full and entire quarter or quarters of a year, (but not for any less period than one full and entire quarter), and if the said lessee, his executors, administrators, or assigns, do and shall give notice in writing to the said [lessor], or his, &c., of each and every suspension or stoppage, within the space of fourteen days next after the same shall happen. That then and in each, and in all and every such cases, no such rents, royalties, or reservations, hereinbefore reserved in respect of the said mines, afterwards shall be demanded of or from, or paid and payable by the said [lessee], his executors, administrators, or assigns, for and during such time or period, or times or periods, as the working of the said mines or collieries *shall be so totally and entirely suspended or stopped*, by or through any of the reasons or causes aforesaid, and whether such stoppage shall commence at the beginning of, or at, or in any other period within any such quarter or quarters, in case he the said [lessee], his executors, administrators, or assigns, shall during such time or period, or times or periods, use and exert his and their utmost and best endeavours to remove such suspension, hindrance, or stoppage, shall in each and every instance, be computed from the day or days on which the notice by this present proviso required to be given, shall be actually served or delivered.

Power for distress in case of non-payment of royalties after thirty days.

PROVIDED ALSO, and it is hereby expressly declared and agreed, by and between the said parties to these presents, that in case at any time or times hereafter mentioned, during the continuance of the said term of sixty years to be granted or made, or intended so to be, the aforesaid rents, royalties, reservations, or any one or more of them, shall be in arrear or unpaid for the space of thirty days next, over or after every or any of the said days or times of payment whereupon the same ought to have been paid as aforesaid; then and in every such case, it shall and may be lawful to and for the said [lessee], his, &c., to stop and hinder the loading, vending, and carrying any coals, slack, clay, bricks, tiles, or quarries, from off the said premises. And also to enter upon and distrain all and every or any of the coals, slack, cokes, bricks, tiles, quarries, or clay; and also the horses, engines, whimsies, gins, wagons, carts, ropes, rollers, wheels, tools, live and dead stock, utensils, and materials, used and employed in and about the

said works, which shall be found in and upon, or about the lauds, mines, and works hereby demised or intended so to be, and the distress and distresses there and then found, take, lead, carry away, sell, and dispose of the same in like manner, as in all other cases of rent reserved on common demises for years; and out of the money arising by such sale, (if any), to retain and take all arrears of the said rents, royalties, and reservations. And also the costs and charges of making and keeping such distress and distresses, and of the sale thereof, rendering the overplus, (if any), unto the said [*lessee*], his executors, administrators, and assigns. PROVIDED ALSO, and these presents are upon this consideration, that if it shall happen that the said rents, royalties, and reservations, or any one of them, or any part or parts of the same respectively, shall have been unpaid by the space of sixty days next, after any one or more of the said days or times, whereupon the same ought to have been paid as aforesaid, and no sufficient distress or distresses can or may be found or gotten on the said demised premises, to answer such arrear or arrears, or if the said W. J., his executors, or administrators, shall at any time or times hereafter, during the continuance of the said term of years hereby demised, set, let, or part with the possession of the said premises hereby demised, or any part or parts thereof, or obtain or transfer this present demise or lease, for all or any part of the said term hereby granted, to any person or persons whomsoever, without the consent in writing of the said [*lessee*], his, &c., for that purpose first had and obtained. SAVE AND EXCEPT, to or in trust for a wife, child, or children, or to a partner or partners, or in case he the said [*lessee*], shall at any time or times hereafter, commit any act or acts of bankruptcy, whereupon a commission of bankruptcy shall or may be awarded and issued against him, and under which he the said W. J., shall be duly found and declared to be a bankrupt, or in case he the said W. J., his executors, administrators, or assigns, shall make default in the performance of any of the covenants hereinafter contained, then and in all or any of the said cases as aforesaid, it shall and may be lawful to and for the said lessee, and in, into and upon the said hereby demised lands, mines, and premises, or any part thereof, to re-enter and thereout and thereupon to eject, expel, put out, and remove the said [*lessee*], his executors, administrators, and assigns, and his and the agents, workmen, labourers, and servants, and every of them, and to have, hold, use, occupy, possess, and enjoy the same lands, mines, and premises, as in his and their former estate, as fully and effectually to all intents and purposes what-

In case no distress, or if lessee shall underlet, save to a wife, child, or children, &c., or becoming bankrupt, &c., lease to be void.

soever, as if these presents had not been made. And also to work, win, and get the said mines, and minerals, hereby demised, and sell, convert, and take away the same, to and for his and their own use and benefit, and from thenceforth the said term of sixty years, and all the right and interest hereby granted and demised, or intended so to be, or so much thereof as shall be then to come and unexpired, shall cease, determine, and be absolutely void to all intents and purposes whatsoever, (save and except so far as shall be necessary to recover any arrears of rents or royalties, or to recover compensation for any breach or breaches of any of the covenants, provisos, or agreements herein contained, any thing herein contained to the contrary notwithstanding).

To keep accounts.

PROVIDED ALSO, and it is hereby fully agreed and declared upon, by and between the said parties to these presents, and it is the true intent and meaning of them, and of these presents, that the said [*lessee*,] his executors, administrators, and assigns, shall during the continuance of the said term of sixty years, hereby granted and demised, or intended so to be, keep or cause to be kept, on some part of the said lands hereby demised or intended so to be, fair, open, just, and regular accounts in writing, to be made and entered from time to time, of the quantity of coal, slack, and cokes, bricks, tiles, and clay, which shall from time to time have been raised, gotten, sold, or employed, from, out of, upon, or about the said mines, lands, and premises hereby granted and demised, or intended so to be, specifying particularly the times or dates of such gettings, sales, uses, conversions, or employments, and the number of the boats, and the names of the steerers by which the same are sent away, and the several and respective quantities used, employed, expended, and consumed in making of bricks or tiles, converting of the said coal into coke, manufacturing tools, machines, and engines for the use of the said works, and in the houses or habitations of workmen, servants, or labourers, and in or upon quays, wharfs, walls, furnaces, soughs, drains, erections and buildings as aforesaid, such entries of the quantities of coals, slack, and cokes, bricks, tiles, and clay, to be made in the books of account, before any of the several articles shall have been removed from off the premises. AND ALSO that the said [*lessee*], his executors, administrators, and assigns, shall and will once in every quarter at least, during the continuance of the said term, that is to say, within ten days next over or after each and every 25th day of March, 24th day of June, 25th day of September, and 25th day of December, in each and every year during the continuance of the said term of

sixty years, deliver or cause to be delivered to the said [lessee], his, &c., or their agent or agents, true, perfect, and correct copies of all such accounts for the custody, perusal, and approbation of the said [lessee], his, &c., without making any charge for the same. And that it shall be lawful for the said [lessor] his, &c. to appoint, employ, and keep at his and their own expense and charges, agents, check clerks, inspectors, viewers, stewards or bailiffs, to attend and reside constantly and regularly, or occasionally as he or they shall think fit, upon, in, or near unto the said intended colliery or works. And also by himself or themselves, or such agent, check clerk, viewers, stewards or bailiffs, or any other skilful person or persons, whom he or they the aforesaid, into and upon the said lands and premises to enter, and into and upon the said buildings, erections, engines, shafts, pits, and other works, there to view the state and condition, and in the manner in which the same works are carried on, and without the hindrance, interruption, obstruction, or molestation, and on the contrary thereof with the aid, help, and assistance of the said [lessee], his executors, administrators and assigns, agents, workmen, servants and labourers, and the view of his and their implements and utensils. PROVIDED ALSO, and it is hereby fully agreed and declared, by and between the said parties to these presents, that all coals, slack, and clay, to be raised and gotten from time to time, during the continuance of the said term hereby granted from and out of the said mines and premises by virtue of these presents, shall be raised and gotten, by or by means of shaft or pits to be sunk and made in and upon the said demesne, waste, wood, or common lands and premises hereinbefore described, or some part or parts thereof, and not upon or in communication with any other lands or grounds whatsoever.

To deliver
correct ac-
counts.

Lessor to
enter to
view, &c.

PROVIDED ALSO, and it is hereby further declared, and agreed, by and between the said parties to these presents, that if at any time during the continuance of the said term of four years hereby granted, or after the expiration or other sooner determination thereof, any variance, controversy, doubt, dispute, or question shall arise between the said parties hereto, or the respective successors, or representatives, touching or relating to these presents, on the construction of the same, or in any respect relating to the mines and minerals, and other premises hereby demised, the same shall be, and is, and are hereby agreed to be referred to arbitration and umpirage in manner following, (that is to say), in any such case the party desiring and intending to refer the same arbitration, shall, within one calendar

Arbitration.

month after such question, doubt, dispute, or difference shall have arisen, give notice in writing to the other of the said parties, or some or one of them, by leaving such notice in or at his, and the last and most usual place of abode or residence, naming, in such notice, the person who is or shall be chosen by him or them, as his or their arbitrator or umpire, and the matter, point, or question in dispute intended to be referred to arbitration, and requiring the other party or parties to name or choose his or their arbitrator, within six weeks from the time of serving such notice, and after within the space of six weeks to be accounted as aforesaid, the person or persons upon whom, or at whose abode or dwelling-house such notice shall have been served or left as aforesaid, shall not have given the like notice in writing, and left with, or served the same upon the person or persons requiring the nomination and appointment of an arbitrator, or at his or their last abode, or usual place of residence, in like manner naming an arbitrator on his or their part or parts, then it shall and may be lawful, to and for the person or persons desiring such reference, to name a second arbitrator, who shall be empowered and enabled to act in every respect, and in the same manner as if he had been originally nominated and appointed, by the party refusing, neglecting, or omitting to name and appoint another arbitrator as aforesaid. AND in every case such two arbitrators shall, before they enter upon the matter or business so referred to them, and, within six weeks after they shall have been so named and appointed, nominate and elect some person to be umpire, and finally decide in case of the dispute. AND it is hereby agreed, by and between the said parties hereto, that the said submission shall or may be made a rule of his majesty's court of King's Bench at *Westminster*, in case the same shall be required by either of the parties in difference, and that the said parties differing shall execute arbitration bonds to each other, in which the conditions thereto subscribed shall be clearly set forth and contain the question, point, or matter in difference, and the time or period for making and delivering such award or umpirage, and also the assent of the said parties, that their submission to such award or umpirage shall be final and conclusive, and to be made a rule of his majesty's court of King's Bench at *Westminster*. PROVIDED ALWAYS, and it is hereby expressly declared and agreed, by and between the said parties to these presents, and the true intent and meaning of them, and of these presents is, that in case the said [*lessee*], his executors, &c., shall at any time or times, during the said term hereby granted, or intended so to be, be minded, or

Power to
abandon
mines.

42.5

desirous of abandoning or relinquishing the said mines of coal, hereby demised, or intended so to be, and the future working thereof, it shall and may be lawful, to and for the said [*lessee*], his executors, &c., upon giving six calendar months notice in writing, of such his intention, to the said [*lessor*], or his successors, to abandon, relinquish, and give up the said mines of coal hereby demised, and the future working thereof, unto the said [*lessor*], his, &c., at or upon the expiration of six calendar months next after the date and service of such notice. And it shall and may be lawful, to and for the said [*lessor*], &c., to re-enter, and the same, and every part thereof, to have again, retain, repossess and enjoy, as in his or their former estate; and then and from thenceforth the present indenture, and the term of sixty years hereby created, and every covenant, clause, article, and thing herein contained, shall cease, determine, and be utterly and absolutely void, and of non-effect, to all intents and purposes whatsoever, (save and except so far as is necessary to recover any arrears of rent, or other compensation for any breach of covenants), any thing herein contained to the contrary thereof in anywise notwithstanding. PROVIDED ALSO, and it is hereby also declared, by and between the said parties to these presents, that in case the said [*lessee*], his executors, &c., shall so abandon, relinquish, and give up the said mines and minerals hereby demised, pursuant to the power in him vested, under and by virtue of the proviso lastly hereinbefore contained, then, and in such case, he, the said [*lessee*], his executors, administrators, and assigns, shall and will leave open all the said pits and shafts which shall have been made and sunk in and upon the said demesne, waste, wood, or common lands, for the use of the said [*lessee*], &c., with all the bricks and curbs therein, and insets, built up in perfect order. And also with all the said shafts arched over with bricks, in a good, substantial, and workman-like manner, at the expense, costs, and charges of the said [*lessee*], his executors, administrators, and assigns. PROVIDED ALSO, and it is hereby also agreed and declared, by and between the said parties to these presents, and it is the true intent and meaning of them, and of these presents, that in case the said [*lessor*], his, &c., shall, upon such abandonment of the said mines by the said [*lessee*], his executors, administrators, or assigns, and notice thereof, or at the expiration or other sooner determination of the said term hereby granted, be minded and desirous to purchase all or any of the engines, whimsies, gins, or other erections so to be made, built, or erected, in or upon the said demesne, waste, wood, common lands, and

In case of abandonment, to leave per annum.

Lessor to have power to purchase the same.

Lessee covenants for peaceable enjoyment.

premises, by him, the said [*lessee*], his executors, &c., and authorized to be carried away or removed, or any of the ropes, rollers, or other moveable implements, matters, or things, of and belonging to the said works or bridges, and of such his or their desire, shall give three calendar months notice in writing, next before the term fixed for such abandonment, by such notice as aforesaid, or expiration, or other sooner determination of this demise, unto the said [*lessee*], his executors, &c., or leave the same for him in their, or his or their usual place or places of abode, then, and in such case, it shall and may be lawful for the said [*lessee*], his, &c., immediately upon such abandonment, or after the expiration or other sooner determination of this demise, to enter upon and take all or any such engines, whimsies, gins, bridges, ropes, rollers, implements, or other matters or things as aforesaid, as he or they shall think proper to purchase, on paying such price for the same as shall, in case of disagreement between the parties, be awarded by arbitration or umpirage, in the manner hereinbefore mentioned and expressed. AND the said [*lessor*], for himself, his executors, &c., doth hereby covenant, promise, and agree, to and with the said [*lessee*], his, &c., in manner following (that is to say) that he, the said [*lessee*], his executors, &c., performing the several rents, royalties, and reservations hereinbefore reserved and made payable, and reserving, performing, fulfilling, and keeping all and singular the several covenants, provisos, conditions, restrictions, and agreements hereinbefore contained and expressed, to be observed, fulfilled, kept, done, and performed on his and their part and behalf, shall and may peaceably and quietly have, hold, use, occupy, possess and enjoy the said mines of coal and brick clay, in and under the said demesne, waste, wood, and common lands within the said deanery and manor of W., and comprised in the said recited act of parliament, and every the several powers, provisos, and authorities and other premises hereinbefore mentioned, and intended to be hereby expressed and decreed, and every part and parcel thereof, (except as before excepted), for and during the continuance of the said term of sixty years, hereby granted or intended so to be, determinable nevertheless as aforesaid, without any let, suit, trouble, eviction, ejectment, expulsion, interruption, hindrance, or denial whatsoever, of, from, or by the said [*lessor*], or his successors, deans for the time being as aforesaid, or any other person or persons whomsoever, lawfully or equitably claiming or to claim by, from, through, under, or in trust for him or them. AND the said [*lessee*], for himself, his heirs, executors, administrators, and

assigns, do, and each of them doth, hereby covenant, promise, and agree, to and with the said lessor and his successors, deans and prebendaries for the time being as aforesaid, in manner foregoing, (*id est*), that he, the said [*lessee*], his executors, administrators, and assigns, some or one of them, shall and will well and truly pay, or cause to be paid, unto the said [*lessor*] and his successors, deans and prebendaries, for the time being as aforesaid, who shall be entitled thereto, under the reservations hereinbefore contained, the several respective rents, royalties, and sums of money hereby reserved and made payable, at or upon the several quarterly days and times, and in manner and form hereinbefore in that behalf mentioned and appointed for payment thereof respectively, and under and subject to the provisos and restrictions hereinbefore contained, without any deduction or liability for taxes, or on any other account or pretence whatsoever. AND ALSO that he, the said [*lessee*], his executors, administrators, and assigns, shall and will weekly, and every week during the term or period of six months, to be computed from the said 24th day of June now next ensuing, work, get, and raise, from and out of the said mines, the quantity of fifty tons of large coals, at least, in each and every week during the continuance of the said last-mentioned term of six months, so that thereby the royalties and premises hereinbefore reserved in respect of the said large coals during the said period of six months, shall amount to the full and clear sum of £. at the least in each such quarter, exclusive of the said royalties hereinbefore made payable for slack, cokes, and brick. AND ALSO, that he, the said W., his executors, administrators, and assigns, shall and will weekly, and every week during the term of one year, to be computed from the said 25th day of December, work, get, and raise, from and out of the said mines, the quantity of one hundred tons of large coals, at least, in each and every week during the continuance of the said last-mentioned term of three months, so that thereby the royalties and premises hereinbefore reserved in respect of the said large coals, during the said last-mentioned term or period of twelve months, shall amount to the full and clear sum of £. at the least, in each of such last-mentioned quarters of a year, exclusive of the royalties hereinbefore made payable for such cokes and brick. AND ALSO, that he, the said [*lessee*], his executors, administrators, and assigns, shall and will weekly, and every week during the remainder of the said term of four years hereby demised or intended so to be, from and after the 28th day of December, 18 or until the said mines shall be completely worked out and

For payment of royalties.

For getting and raising a stipulated quantity of coals.

To pay
those quan-
tities whe-
ther gotten
or not.

Lessee to
pay taxes.

To work the
mines in a
workman-
like manner.

exhausted, work, get, and raise, from and out of the said mines, the quantity of two hundred tons of large coals at least, in each and every week during the remainder of the said term, so that thereby the royalties and premises hereinbefore reserved in respect of the said large coals, during the period last-mentioned, shall amount to the full and clear sum of £. at the least, in each and every of such quarters of a year, exclusive of the royalties hereinbefore reserved, and payable for slack, cokes, and bricks; or that he, the said [lessee], his executors, administrators, and assigns; shall and will well and truly pay, or cause to be paid, unto the said [lessor], and his successors, deans and prebendaries for the time being as aforesaid, the said respective weekly quantities of large coals during the three several periods last mentioned, so as to make the said royalties therefrom within the several periods last mentioned, amount unto the several respective sums of money hereinbefore in that behalf mentioned and expressed in each and every quarter during the respective periods aforesaid, and the same to be paid and payable upon each and every of the said quarter days, or times of payment hereinbefore mentioned, although less quantities of the said large coals hereinbefore mentioned, shall or may happen to have been gotten and raised in each and every preceding quarter, unless such deficiency in the aforesaid specific quarterly quantities respectively shall have been occasioned by reason of any of the obstructions according to any of the reservations aforesaid, and the true intent and meaning of these presents. AND ALSO shall and will pay or cause to be paid, all and all manner of taxes, rates, levies, assessments, and impositions whatsoever, parliamentary or parochial, which now are, or which shall or may at any time or times hereafter, during the continuance of the said term of forty-nine years hereby granted, shall be taxed, rated, charged, assessed, or imposed upon the said demised mines, minerals, and premises.

AND ALSO, that he the said [lessee], his executors, administrators, and assigns, shall and will during the continuance of the said term of sixty years hereby granted or intended so to be, in a good and workman-like manner, according to the best, most approved, and customary mode of working and getting mines in the neighbourhood, of the like quality and description, uninterruptedly manage, work, get, raise, carry away, sell and dispose of all such mines of coal hereby demised, for or on account of such rents, royalties, or reservations as are hereby reserved, and made payable or intended so to be; and for that end and purpose, and to

LEASES.

507

the intent that the said works shall and may be continued and carried on with full and unabated vigour and effect, during the continuance of the said term: that he the said [*lessee*], his executors, administrators, and assigns, shall and will constantly during such term as aforesaid, engage, keep, and employ in or about the same mines and works, a proper and competent number of good and skilful miners, colliers, workmen, servants and labourers, and also of horses, cattle, carts, carriages, machines, utensils, tools, and other materials and articles proper and necessary to carry on the said mines and works, in such a workmanlike manner, as shall tend to the mutual benefit, profit, and advantage of the [*lessor*] and [*lessee*] respectively; and shall and will work and get the said mines by means of shafts to be made and sunk in and upon the said demesne, wood, waste or common land, and premises, and not by means of any other shafts in any adjoining lands. Work and get the mines by means of shafts. AND FURTHER, that he the said [*lessee*], his executors, administrators and assigns, shall and will from time to time, and at all times during the continuance of the said term of sixty years hereby granted, keep or cause to be kept on the said demised premises, fair, just, open, regular, and complete books of accounts in writing, of the several quantities of large coals, slack, cokes, and bricks, to be raised, gotten, made, sold, disposed of by him or them, from and out of the said mines and premises hereby demised or intended so to be. Books to be inspected by lessor. AND THAT the said books and accounts, shall at all times in the working hours of every day, (except Sunday), be accessible and open to the inspection and examination of the said [*lessor*], and his successors, deans for the time being as aforesaid, and his and their agents and clerks. And also that he and they, or any of their agents, clerks, stewards, inspectors, viewers, or bailiffs, shall be at liberty to take copies thereof or extracts therefrom, at all seasonable times.

AND FURTHER, that he the said lessee, his executors, administrators, and assigns, shall and will during the said term of forty-nine years, at all reasonable times permit and suffer, and also aid and assist the said [*lessor*] and his successors, deans for the time being as aforesaid, and his and their agents, viewers, inspectors, clerks, stewards and bailiffs, whom it shall be lawful for the said [*lessor*] and his successors, deans for the time being as aforesaid, to employ and appoint, to enter into the said demesne, wood, waste and common lands, and to the mines, minerals, and premises hereby granted and demised, or intended so to be, and the buildings and erections, shafts, pits, and works to be made, erected, To permit lessee to examine works.

To view.

and sunk thereupon, in order to *latch*, view, search, and examine the repair, state, and condition of the same, and the manner in which the same are carried on.

To leave shafts for lessor.

AND ALSO, that he the said [*lessee*], his executors, administrators, and assigns, shall and will leave open and protect, and preserve with sufficient piles, eye-pillars with inlets therein, built up with brick and mortar, all the pits and shafts to be made and sunk by him and them in and upon the said demesie, wood, waste, and common lands, and premises, with the bricks and curbs therein, for the use and benefit of the said [*lessor*] and his successors, deans for the time being as aforesaid, and shall not nor will do, or commit or suffer to be done or committed, any wilful act, matter, or thing whatsoever, which shall or may damage, hazard, or endanger the hereinbefore excepted mines, veins, seams, and other excepted premises, or the future working thereof respectively, save and except such acts as may be necessary for the working of the said demised premises.

To deliver quarterly account to lessor.

AND ALSO, that he the said [*lessee*], his executors, administrators and assigns, shall and will once in each and every quarter during the continuance of the said term hereby demised, (that is to say), within ten days next in or upon each and every 25th day of March, 24th day of June, 29th day of September, and 25th day of December, in each and every year during the continuance of the said term of sixty years, deliver or cause to be delivered to the said [*lessor*], and his successors, deans for the time being as aforesaid, or his or their agent or agents, a true, perfect, and correct account in writing, of all coals, slack, cokes and brick, that shall be got, raised, sold, or otherwise disposed of, from and out of the said demised waste, wood and common lands thereupon, for the custody, perusal, and approbation of the said [*lessor*] and his successors, deans for the time being as aforesaid, without making any charge for the same. AND FURTHER, that he the said [*lessor*], his executors, administrators, and assigns, shall not nor will during the said term hereby granted, or intended so to be, give, grant, demise, let, set, assign, set over, or otherwise part with this present indenture of lease, or the mines, minerals, and premises hereby demised, or any part thereof, or his or their estate, term, or interest therein, or any part of the same, unto any person or persons whomsoever, (*save and except to a trustee or trustees for a wife or child or children, or to a partner or partners*), without the special license and consent of the said [*lessor*], or his successors, deans for the time being as aforesaid, first so had and obtained under his

Not to assign or under-let.

or their hand, or respective hands for that purpose. In
WITNESS, &c.

Short Form of a Lease of a Farm.

THIS INDENTURE, made, &c., between the Rev. J. L. Parties.
of Y, of the one part; and F. H., of the other part.

WITNESSETH, that in consideration of the yearly ^{Considera-}
and eventual rents hereinafter reserved, and of the ^{tion.}
covenants and agreements hereinafter contained, which
on the part of the said F. H., his executors, administra-
tors, and assigns, are, or ought to be paid, observed,
performed, and kept; he the said J. L. hath demised, ^{Demise.}
leased, set, and to farm let, and by these doth, &c.,
unto the said F. H., his executors, administrators, and
assigns; all that messuage or tenement, situate, &c.; ^{Premises.}
and all those several pieces or parcels of land, meadow,
and pasture ground, situate in A. aforesaid, called or
known by the names of the upper orchard, &c., and so
on. All which said messuage or tenement, lands, and
premises, contain in the whole by estimation, forty acres
or thereabouts, be the same more or less, and are now
in the holding of the said F. H.; together with all
tenantable rights, privileges, and appurtenances, to or
with the same premises or any part thereof belonging,
used, or in anywise appertaining, (except and always ^{Exceptions.}
reserved to the said J. L., his heirs and assigns, all
woods, underwoods, trees, mines and quarries, upon or
under the said premises, with free liberty to fall, cut
down, convert, cord, coak, and carry away the said
trees, and to bore, dig for, and carry away the said
mines and quarries, doing as little damage as may be,
and making reasonable satisfaction for such damage;
and also free liberty to hunt, course, shoot, net, fish,
and otherwise sport upon the said premises at his or
their will and pleasure). To HAVE AND TO HOLD the ^{Habendum.}
said messuage or tenement, lands, and all other the pre-
mises hereby demised, or mentioned, or intended so to be,
with the appurtenances (except as is before excepted)
unto the said F. H., his executors, administrators and
assigns, from the 25th day of March last, for and
during and unto the full end and term of *five years*
thence next ensuing, and fully to be complete and
ended. YIELDING AND PAYING yearly and every ^{Reserva-}
year during the said term hereby demised unto the said ^{tion.}
J. L., his heirs and assigns, the rent or sum of *l.*
of lawful money of *Great Britain*, at two usual days of
payment of rent, (that is to say), the 29th day of Sep-
tember and 25th day of March, by even portions, with-
out any deduction or abatement for taxes or otherwise,

(except the land tax). *And also yielding and paying* unto the said J. L., his heirs, and assigns, above the said yearly rent before reserved, the eventual rent of *£*., of lawful money, for every acre of the said pieces of land called the, &c., which the said tenant, his executors, administrators or assigns, shall at any time during the said term hereby demised, plough, till, dig, break up, sow, convert into, have or use in tillage, or cause or permit to be ploughed, tilled, had, digged, broken up, sown, converted into, had or used in tillage, without the special leave of the said J. L., his heirs or assigns, in writing first obtained, and so in proportion for any greater or less quantity than an acre thereof, and the like rent or sum of *£*. for every acre, and so in proportion for any greater or less quantity of the said demised premises, which during the said term shall not be cultivated and manured in all respects according to the covenants and agreements hereinafter contained, without the consent of the said J. L., his heirs or assigns, in writing first had and obtained for that purpose, the said several additional or eventual rents to be first paid on the 25th day of September next after the commencement thereof respectively, and to continue payable yearly during the continuance of the said term, without any restriction or abatement whatsoever. **PROVIDED ALWAYS**, and these presents are upon this express condition, that if it shall happen that the said yearly reserved rent of *£*., or the said additional rents or either of them, (if the same shall become due), or any part of the said several rents or any of them shall be unpaid by the space of thirty days next after any of the days on which the same ought to be paid as aforesaid; or if the said demised premises or any part thereof, shall be assigned, set or let, or shall come into the hands or possession of any person or persons, other than the said J. L., his executors, or administrators, wife, child or children, without the special license of the said J. L., his heirs or assigns, in writing first obtained for that purpose; or if the said J. L., his executors, administrators, or assigns, shall fail in the observance or performance of all or any part of the covenants or agreements herein contained, and which on his and their parts are or ought to be observed or performed, then and in any of the said cases, it shall and may be lawful to and for the said J. L. into the whole of the said premises, &c., to enter, &c. **AND** the said F. H. doth hereby for himself, his heirs, executors, administrators and assigns, covenant, promise and agree, to and with the said F. H., his heirs and assigns, by these presents, (in manner following, that is to say),

Proviso to prevent under letting.

Covenant to pay rent.

that he the said F. H., his executors, &c., or some or one of them, shall and will yearly and every year during the said term hereby demised, well and truly pay, or cause to be paid unto the said J. L., his heirs, &c., the said rent, &c., and also the said eventual rents, if any such shall become due, in manner and at the times hereinbefore appointed, &c., and all taxes, &c.; AND To keep FURTHER, that in considerations hereinafter contained on premises in the part of the said J. L., in putting the said messuage repairs. and all the outbuildings and premises into good and complete order and repair, he the said J. L., his executors, or administrators, shall and will, at his and their own expense, well and sufficiently maintain and keep the said messuage, and all the outbuildings, gates, and *being*, allowed sufficient and proper materials for the same, and in such order and repair, shall and will at the expiration leave and yield up, &c. And also that the said F. H., during the said term, to consume by the To consume mouths of cattle or otherwise, upon some part or parts by mouths of the said premises, all the hay, straw, and stover which of cattle, during the said term shall grow upon, are, or be gotten hay and of or from the said premises or any part thereof; and shall and will in an husbandlike manner, lay, spread, spend and bestow upon the said premises, all the muck, And to dung, manure and compost, which during the same spread all term shall be made upon or arise from the said premises, the muck on or else leave the same at the expiration or other sooner premises. determination of the said term, for the use of the said J. L., his heirs or assigns, without requiring any satisfaction for the same. And also that he the said F. H., his executors, administrators, or assigns, shall not nor Not more will take more than three crops from any part of the than three said demised premises, during any one course or tillage, crops dur- and upon every breaking up of any part of the said ing one lands, shall and will convert the same into a good course of summer fallow, with not less than five ploughings, and tillage. sufficient harrowings between each ploughing, such ploughings to be performed within the months of May, June, and July, and shall and will manure each fallow with well reduced rotten muck or dung, at the rate of fifteen cart loads, each load to contain one cubical yard, or with eighty bushels of well burnt clod lime, or sixteen cart loads of marl to every acre, and so in proportion to a greater or less quantity thereof. And shall and will Winter corn sow the same with wheat or winter corn crop at the crop. following winter corn seedness, and at the spring seedness next after such wheat or winter corn crop, shall and will lay down the same with barley or oats, and good sound clover seed, after the rate of one strike and a half to every acre, and so in proportion to a greater

or less quantity thereof, and in manner aforesaid, shall and will in every year of the said term, lay down not less than seven acres of the said demised premises.

To cultivate lands in a husbandlike way.

AND ALSO shall and will in all respects cultivate, manure, use, and manage the said premises and every part thereof during the said term, according to the course of good husbandry. And also shall and will well and sufficiently stay up and fence in previous to the 2d day of November next, before the expiration or other sooner determination of the said term, all such land as shall have been clovered down the preceding Lent seedness, and shall not afterwards suffer the same to be turned into later, or otherwise injured: In consideration thereof, he or they shall receive or be allowed out of the last-year's rent, the prime costs of such clover and grass seeds. And also, that it shall be lawful for the

Landlord, or in-comming tenants, to enter to pin-fallow in the November preceding expiration of term;

said J. L., his heirs or assigns, or his or their succeeding tenant or tenants, and his, their, or any of their agents, servants, and workmen, to enter into and upon the said premises or any part thereof, at all times in and after the month of November next, before the expiration or other sooner determination of the said term, to pin-fallow, hedge, ditch, and do all such other acts as shall be necessary for the proper cultivation thereof. And

and to take in hand all the meadow on the 2d of February preceding, &c.

also to enter and take into his or their hands, all the meadow or usual mowing ground belonging to the said demised premises, on the second day of February next, before the expiration or other sooner determination of the said term, without any abatement of rent, or other recompence for the same; and the said J. L. doth hereby for himself, his heirs, executors, and administrators, cove-

Lessor to put the premises in repair by a certain time

nant, promise, and agree to and with the said F. H., his executors; administrators, and assigns, in manner following, (that is to say), that he the said J. L., his heirs or assigns, shall and will before the 20th day of August 18, next ensuing the date hereof, put the said demised messuage and buildings in good tenantable order and repair. AND also shall and will appoint and allow the said F. H., his executors, administrators, or assigns, a convenient boozy pasture for the purpose of eating and consuming the hay, straw, and fodder, arising from the said premises, until the first day of May next after the expiration or other sooner determination of the said term, without making any satisfaction for the same, AND THAT the said F. H., his executors, administrators, and assigns, paying the rents, &c. peaceably to enjoy, &c.

Lessee to have a boozy pasture,

Lessee to be entitled to winter corn,

AND LASTLY, it is agreed, that the said F. H., his executors, administrators, and assigns, shall be entitled to such winter corn as, according to the regulations aforesaid, ought to be sown and shall be growing upon the

said demised premised, at the expiration or other sooner determination of the said term, and shall get in and thrash the same in the barn there, and the said barn to be emptied thereof, before the first day of May next following the harvest or reaping thereof, and the straw and chaff thereof, to be left properly collected upon the said premises, for the use of the said J. L., his heirs or assigns, without any satisfaction for the same.

IN WITNESS, &c.

An Indorsement for continuing a Lease for a longer Term, after the Expiration of the present.

THIS INDENTURE, &c., between the within-named A. B., of the one part; and the within-named C. D., of the other part.

WITNESSETH, that for and in consideration of the rent hereby reserved, and of the covenants, conditions, and agreements respectively hereinafter contained, which, on the part and behalf of the said his executors, administrators, and assigns, are to be paid, done, and performed, the said A. B. HATH demised, leased, set, and to farm let, and by these presents DOTH demise, lease, and to farm let, unto the said C. D., his executors, administrators, and assigns, ALL that piece or parcel of ground, with the messuage or tenement thereon erected and built, and all and singular other the premises respectively comprised in the within-written lease, and thereby demised to the said C. D., (except as therein is excepted). TO HAVE AND TO HOLD the said piece or parcel of ground, and messuage or tenement, and all and singular other premises hereby leased, set, and to farm let, or mentioned or intended so to be, (except as aforesaid), unto the said C. D., his executors, administrators, and assigns, from the day of which will be in the year of our Lord and when the said within-written lease will expire, for and during and unto the full end and term of years longer, from thence next ensuing and fully to be complete and ended, subject to and under the like rent, and payable in like manner, as is within mentioned, for and in respect of the rent reserved in and by the said within-written lease, and subject to the like power of entry, as well on non-payment of rent, as on the happening of any of the other incidents mentioned in the within-written proviso or condition of re-entry. AND it is hereby declared and agreed by and between the said parties to these presents, that they and their respective heirs, executors, administrators, and assigns, shall and will by these presents, during the con-

tinuance of the additional term of years hereby granted, stand and be bound, for and in respect of the said hereby demised premises, with the appurtenances, in such and the like covenants, conditions, and agreements respectively as they the said parties, and their respective heirs, executors, administrators, and assigns, do now stand bound in and by the said within-written lease; for and during the now residue unexpired of the within mentioned term hereby granted, it being the intent and meaning hereof that this present indorsed lease, and the additional term hereby granted, shall be upon such and the like footing, and all the covenants, clauses, conditions, and agreements respectively therein contained be equally available, take place, and have the like force and effect, to all intents and purposes, as if every article, clause, matter, and thing contained in the said within lease were inserted and contained in this present indenture. IN WITNESS, &c.

Lease of Tolls.

Parties.

THIS INDENTURE, made the day of in the year of the reign of our sovereign lord king George the fourth, and in the year of our Lord, 18 ; between A. B., C. D., &c., being of the trustees [*or commissioners*], appointed by or under a certain act of parliament, made and passed in the year of the reign of his majesty, intitled an act, &c., [*set forth the title of the local act*], of the one part; and E. F., of, &c., G. H. of, &c., and I. K., of, &c., of the other part.

Recital.

WHEREAS, at a meeting of the trustees of the said turnpike road, held at the house of in in the said county, &c., on the day of by public notice and advertisement duly given, for the purpose of letting to farm the tolls of the several gates erected upon the said turnpike road [*or the tolls hereinafter mentioned*], in the manner directed, by an act passed in the third year of the reign of his majesty king George the fourth, intitled "An act to amend the general laws now in being, for regulating turnpike roads, in that part of *Great Britain* called *England*;" and also by an act passed in the fourth year of the reign of his said majesty, intitled "an act to explain and amend an act passed in the third year of the reign of his present majesty, to amend the general laws now in being, for regulating turnpike roads in that part of *Great Britain* called *England*;" the said E. F. became the highest or last bidder for the same, at the yearly rent of and was accordingly declared the farmer or renter thereof, for the term of years, from the day of, &c.

AND WHEREAS, the said G. H., and I. K., have at the request of the said E. F., and in order to satisfy the conditions of letting the said tolls, agreed to become parties to these presents, and to enter as sureties along with him the said E. F., for payment of the yearly rent, and for the performance of the covenants and agreements hereinafter reserved and contained. Now THIS Consideration. INDENTURE WITNESSETH, that for and in consideration of the rent hereinafter reserved, and of the covenants and agreements hereinafter contained, on the part and behalf of the said E. F., G. H., and I. K., their respective executors and administrators, to be paid, done and performed, they the said A. B., C. D., &c., in pursuance and exercise of the power and authority given to or vested in them, in and by the said several recited acts, or any or either of them, and of all other power and powers, authority and authorities, in anywise enabling them in this behalf, have demised, leased, and to farm let, and by these presents do demise, lease, set, Demise. and to farm let, unto the said E. F., his executors and administrators, all and singular the tolls of the several Tolls. gates erected upon the said turnpike road, and also the said several gates [*or of the gate* situate at (and at the said gate or side bar of) and also at the weighing engine erected upon or near the said turnpike road at or as the case may be], with full power and authority for him the said E. F., his executors and administrators, and such person or persons as he or they shall authorize or appoint, to collect and receive the said tolls according and subject to the provision and restrictions of the said several acts, or any or either of them; and under and subject to such rules, orders, restrictions, variations, and regulations, as have been, or shall at any time or times hereafter be made, ordered or agreed upon by the said trustees or commissioners for the time being of the said turnpike road, pursuant to the powers vested in them, in and by the said acts, or any or either of them, and under and subject to such rules, orders, reductions, variations and regulations, as have been, or shall at any time or times hereafter be made, ordered, or agreed upon by the said trustees [*or commissioners*] for the time being of the said turnpike road, pursuant to the powers vested in them, in and by the said acts, or any or either of them; and for that purpose, to occupy and enjoy the toll-house [*or toll houses*] at which the said tolls are to be collected and to arise, with all the appurtenances and conveniences to the said toll-house [*or toll houses*] belonging, during so long time only of the term hereby granted, as the said E. F., his executors or administra-

Reserva-
tion.

Proviso in
case of rent
being in ar-
rear.

tors, shall duly and regularly pay rent, and perform the covenants and agreements herein reserved and contained; To HAVE AND TO HOLD the said tolls and gates, and all and singular the other premises hereinbefore mentioned, and intended to be hereby demised, unto the said E. F., his executors and administrators, from the day of for and during, and unto the full end and term of [one] year from thence next ensuing, and fully to be complete and ended. YIELDING AND PAYING therefore during the said term, unto the trustees [or commissioners] of the said turnpike road, for the time being, or their treasurer, for the time being, or such other person or persons as they shall appoint, the yearly rent or sum of of lawful money of Great Britain, [*by thirteen equal monthly payments in the year, at the end of each successive period of four weeks, or as the case may be*], without making any deduction or abatement thereout on any account or pretence whatsoever; the first [monthly] payment thereof to begin and be made on the day of now next ensuing. PROVIDED ALWAYS, and it is hereby declared and agreed, by and between the said parties hereto, that if the said rent hereinbefore reserved, shall be in arrear by the space of seventeen days next after any of the days on which the same ought to be paid as aforesaid, pursuant to the covenant or agreement hereinafter contained, or if the said E. F., his executors or administrators, shall neglect or refuse to perform the covenants and agreements herein contained, and on which, on his or their part and behalf, are, or ought to be done and performed, then, and in either of the said cases, it shall and may be lawful to and for the trustees [or commissioners] of the said turnpike road for the time being, or such person or persons as they shall authorize or appoint for that purpose, into and upon the said tolls, gates, toll houses, conveniences and premises, with the appurtenances, or into or upon any part thereof, in the name of the whole, wholly to re-enter, and the same to have again, collect, receive, retain, re-possess, and enjoy, as in their former estate, and the said E. F., his executors and administrators, and all other collectors, receivers, and occupiers of the said premises, thereout, and from thenceforth, utterly to expel, put out, and remove, and thereupon and from thenceforth to vacate and determine these presents, or otherwise to act in the premises, as to them the said trustees [or commissioners] shall seem meet, according to the directions and provisions in that behalf contained; in and by the said several acts of parliament, or any or either of them, any thing to the contrary thereof hereinbefore contained, in anywise notwithstanding. And the said E. F., G. H. and I. K., do hereby for themselves

jointly and severally, and for their several and respective heirs, executors, and administrators, covenant, promise and agree, to and with the said A. B., C. D., &c., and the trustees [or commissioners] of the said turnpike road for the time being, that he the said E. F., his executors, administrators or assigns, shall and will well and truly pay, or cause to be paid unto the trustees or commissioners of the said turnpike road for the time being, or their treasurer for the time being, or such other person or persons as they shall appoint, the said yearly rent or sum of *l.* by thirteen equal monthly payments, at the end of each successive period of four weeks, without any deduction or abatement whatsoever, as aforesaid, according to the true intent and meaning of these presents; and [to repair the toll house, or any other condition as agreed upon]. And also, that the said E. F., his executors, or administrators, shall and will and truly observe, fulfil, abide by, pay and keep all the conditions, restrictions, provisos, clauses, and limitations respectively limited, inflicted, and declared, in and by the said several hereinbefore recited acts, or either of them, concerning or appertaining to collectors or gate keepers, or to the managing, recovering, or receiving the tolls, or on any other account relating to or concerning the office of collector, or gate keeper. AND also, shall and will from time to time, and at all times during the said term of [one] year, pay obedience to, and perform all and every such orders and directions as shall be legal, and as the trustees [or commissioners] of the said turnpike road, at any of their meetings during the time aforesaid, shall think expedient and proper to be done by them respectively to the said turnpike road, and to the tolls to arise therefrom. AND MOREOVER, that at the expiration or other sooner determination of the said term of [one] year which ever shall first happen, he the said E. F., his executors, and administrators, shall and will quit, yield, and deliver up the possession of the said toll house [or houses] and toll bar [or bars], and the receipt and collection of the said tolls to the trustees [or commissioners] for the time being, of the said turnpike road, or to such person or persons as they shall appoint for that purpose. IN WITNESS, &c.

Covenant
for payment
of rent.

Lease of a House for Lives and Years.

THIS INDENTURE, made, &c., between I. W., of P., in the county of L., esq., of the one part; and W. P., of the same place, apothecary, of the other part.

WITNESSETH, that the said I. W., in consideration of the surrendering up to be cancelled of one indenture of lease heretofore made of the messuage or tenement

Consideration.

Demise.

Reserva-
tion.

hereinafter demised for three lives, all yet in being, and for and in consideration of the rents, covenants, conditions, and agreements for rebuilding the front part of the messuage or dwelling-house in manner hereinafter expressed and contained, on the part and behalf of the said W. P., his executors, administrators, and assigns, to be paid, done, and performed, and particularly the covenants and agreements for rebuilding the front part of the messuage or dwelling-house in manner hereinafter expressed, and for divers other good causes and considerations, HATH demised, granted, set, and to farm let, and by these presents doth demise, grant, &c., unto the said W. P., his executors, administrators, and assigns, all that messuage or dwelling-house, situate, standing, and being on the side of a certain street in P. aforesaid, called _____, wherein the said W. P. now dwells, and which formerly belonged to, and was in the possession of W. L., deceased, together with all and singular houses, edifices, buildings, barns, stables, brew-houses, still-houses, cellars, yards, orchards, gardens, ways, waters, water-courses, liberties, easements, privileges, profits, commodities, advantages, hereditaments, and appurtenances whatsoever to the said messuage or dwelling-house, and every or any part thereof belonging, or in anyways appertaining, or therewith, or with any part thereof usually occupied or enjoyed; TO HAVE AND TO HOLD the said messuage or dwelling-house, and all and singular other the premises hereby demised, or mentioned or intended so to be, with their and every of their appurtenances, unto the said W. P., his executors, administrators, and assigns, from henceforth, for and during the natural life and lives (1) of him, the said W. P., aged about _____ years; of E. P., his daughter, aged about _____ years; and T. P., his son, aged about _____ years; and of the survivor or longer liver of them, and for and during the future term of _____ years, to commence from and immediately after the death of the survivor of them, the said W. P., E. P., and T. P., and from thenceforth next ensuing, and fully to be complete and ended, to and for all _____ tenancy uses whatsoever, (wilful waste excepted,) YIELDING AND PAYING therefore, yearly and every year during the estate and term hereby granted, unto the said T. W., his heirs and assigns, the clear yearly rent or sum of _____ l. of lawful money of Great Britain, at and upon _____ the feast-days of _____ and _____ by even and equal

(1) There should, in this case, be livery; for the estate intended to be conveyed is a freehold, though it be granted to the executors, &c. As a lease for years it would not be good; here being no certainty as to its termination. The lease in futuro is an *interesse termini*.

portions, the first payment thereof to be made at the feast of ^{now next ensuing.} PROVIDED ALWAYS, ^{Clause of re-entry.} and these presents are upon this express condition, that if the said yearly rent or sum of ^{l.,} or any part thereof, shall be behind and unpaid by the space of days next after either of the said days or feasts whereon the same is appointed to be paid, as aforesaid; or if the said W. P., his executors, administrators, or assigns, shall do, or wittingly or willingly commit or suffer to be done or committed, any wilful or voluntary waste in or upon the said premises, or any part thereof, (except the pulling down of old buildings, in order to rebuild the same,) that then and in either of the said cases it shall and may be lawful to and for the said I. W., his heir and assigns, into and upon the said premises, or any part thereof, in the name of the whole, wholly to re-enter and the same to have again, re-possess, and enjoy, as in his and their former estate; any thing herein contained to the contrary thereof in anywise notwithstanding. AND the said W. P., for himself, his heirs, executors, administrators, and assigns, doth covenant ^{Covenant by lessee to pay the rent,} promise, and agree to and with the said I. W., his heirs and assigns, by these presents, in manner following; (that is to say), that he the said W. P., his executors, administrators, and assigns, or some of them, shall and will, yearly and every year during the term and estate hereby granted, well and truly pay, or cause to be paid, unto the said I. W., his heirs and assigns, the said yearly rent or sum of ^{l.} at the times and in manner hereinbefore appointed for payment thereof, without any deduction or abatement whatsoever thereout, and shall and will also, yearly and every year during the said term and estate, pay, bear, sustain, defray and discharge ^{with all taxes;} all and all manner of levies, taxes, charges, assessments, outgoings, and impositions whatsoever which now are or at any time during the said several terms, or either of them, shall be taxed, charged, assessed, or imposed upon the said premises, or any part thereof, or on the owners or occupiers thereof, on account of the same. AND ^{and rebuild the front part of the messuage.} FURTHER, that he the said W. P., his executors, administrators, and assigns, shall and will, at his and their own proper costs and charges, within the space of months now next ensuing, take and pull down the whole front part of the said messuage hereby demised, from the street back to that part of the said messuage which was lately rebuilt, being yards, and feet in front, and feet in breadth or depth backwards, and build the same anew, three stories high, besides cellars, with good sash windows to the front, and shall and will make the outwalls brick length thick, and set the same in good lime

Covenant to
repair.

Covenant
by lessor
for quiet en-
joyment.

mortar, and shall and will make the roof and stairs of good oak timber, and cover the same with good slate, the whole to be finished with good doors, floors, and windows, and in a handsome and substantial manner.

AND FURTHER, that he the said W. P., his executors, administrators, and assigns, shall and will, from time to time, and at all times during the said several terms hereby granted, at his and their own proper costs and charges, uphold, retain, and keep in good and sufficient tenantable repair, all and singular the premises hereby demised, as well that part of the said messuage which is to be rebuilt as aforesaid, as also the remainder of the said premises; and at the end of the said term of years, or other sooner determination of this lease, leave and yield up the same unto the said I. W., his heirs and assigns, in such good order and repair, together with the peaceable enjoyment thereof. AND the said I. W., doth hereby for himself, his heirs, executors, administrators, and assigns, covenant, promise and agree, to and with the said W. P., his executors, administrators, and assigns, that he the said W. P., his executors, &c., paying, doing, observing, and performing the rents, covenants, conditions, and agreements, hereinbefore reserved and contained, on his and their part and behalf to be paid, done, observed, and performed, shall and may, from time to time, and at all times during the said term and estates hereby granted, peaceably and quietly have, hold, use, occupy, possess, and enjoy all and singular the said premises, with their and every of their appurtenances, without the lawful let, suit, molestation, or disturbance of the said I. W., his heirs, executors, administrators, and assigns, or of any other person or persons whatsoever. IN WITNESS, &c.

A Proviso for either the Lessee or Lessor to determine a Lease.

PROVIDED ALWAYS, and these presents are upon this condition nevertheless, that it shall and may be lawful to and for either the said E. R., his heirs (1) or assigns, or the said R. S., her executors, administrators, or assigns, to determine and make void this lease, at the expiration of the first seven or fourteen years of the said term of twenty-one years hereby granted, on causing notice or warning in writing for that purpose to be given to or left for the other of them, his or her heirs, executors, administrators, or assigns, at his, her, or

(1) If the premises are leasehold, instead of *heirs* or *assigns*, insert *executors, administrators, or assigns*.

their then usual or last place of abode, six calendar months at least before the time limited for determining the same as aforesaid; any thing herein contained to the contrary thereof in anywise notwithstanding. IN WITNESS, &c.

A Proviso giving Power to the Lessee to determine the Lease.

PROVIDED ALWAYS, and it is hereby mutually agreed by and between the said parties hereto, that if the said M. P., his executors, administrators, or assigns, shall be minded and desirous to quit the said demised premises, and surrender and deliver up this present demise, and his and their term and interest therein, at the end and expiration of the first seven years, or fourteen years of the said term of twenty-one years hereby granted, and such his or their mind and intention shall signify, or give notice or warning thereof in writing, to the said E. B., or her assigns, during her life, or, after her decease to such person or persons as are or shall be entitled to the premises expectant upon or in remainder after her decease, to be left at her, his, or their usual place of abode, six calendar months at least before the end and expiration of the said first seven or fourteen years, and if the said yearly rent be paid up to such time of quitting, and the premises be left in due repair and condition, according to the covenants-aforesaid for that purpose, then, from and after the end and expiration of the said first seven or fourteen years, (which of the said times shall be mentioned in such notice or warning), this present demise, and every thing herein contained, shall cease, determine, and be utterly void and of none effect, to all intents and purposes whatsoever, in like manner as if the said whole term of twenty-one years had elapsed and ran out; any thing herein contained to the contrary thereof notwithstanding. IN WITNESS, &c.

A Proviso for making void a Lease, in case of the Death of the Lessee.

PROVIDED ALWAYS, and these presents are upon this condition nevertheless, that if the said M. S. shall happen to die at any time during the term hereby demised, and the executors, administrators, or assigns of the said M. S. shall at any time after the expiration of the first three years of the said term of seven years hereby demised, be minded and desirous to quit and leave the said demised premises, and of such their mind

and intention shall, on any quarter day after the expiration of the said three years, give or leave six months warning in writing, to or for the said C. D., his executors, administrators, or assigns, at his or their then place or places of abode, (he the said C. D., his executors, administrators, or assigns, having first paid the rent, and performed and kept all and singular the covenants, provisos, and agreements herein contained, on his and their part to be paid, done, and performed), then and in such case, at the expiration of the said six months, (such notice having been first given as aforesaid), these presents, and the term hereby granted, as for any future continuance, shall cease, determine, and be utterly void; any thing herein contained to the contrary thereof in anywise notwithstanding. IN WITNESS, &c.

Covenant for renewing a Lease.

AND FURTHER, that the said vicar and churchwardens of such part of the said parish of as aforesaid, and their successors for the time being, shall and will, at the costs and charges of the said I. H., his executors, administrators, and assigns, (if thereto requested by him or them, six months before the expiration of the said term hereby demised), grant another lease of the said premises to the said I. H., his executors, administrators, or assigns, for the further term of fourteen years, to commence from the expiration of the term hereby granted thereof, at and under the same yearly rent, and containing therein the like covenants (1) and agreements, as are in these presents contained, he the said I. H., his executors, administrators, or assigns, executing at the same time a counterpart thereof, and also paying a fine or sum of £., to the said vicar or churchwardens for the time being, on their executing such new lease. AND ALSO, that the said vicar or churchwardens, or their successors, for the time being, shall and will, in like manner, at the expiration of such new lease so to be granted of the said premises as aforesaid, at the like request, costs, and charges of the said I. H., his executors, administrators, or assigns, grant a further lease of the said premises to the said I. H., his executors, administrators, or assigns, for the further term of fourteen years; to commence from the expiration of such new intended lease, at and under the same yearly rent, covenants, and agreements as are

(1) A covenant to renew on the covenants in such lease, will not include or extend to a covenant of renewal. 2 Bro. Ca. Chan. 636. Tritton & Foot. If it, therefore, be intended that the second lease should be renewed, such covenant should be inserted.

in these presents contained, and so from time to time, at the expiration of every such renewed lease of the said premises, shall and will, at the like request, costs, and charges, grant a like lease thereof to the said I. H., his executors, administrators, or assigns, for the further term of fourteen years, to commence from the expiration of every such last renewed lease, until the full term of ninety-seven years, three quarters of a year, two months, and eleven days, to be computed from the commencement of this present lease, shall have been granted of the said premises, to the said I. H., his executors, administrators, or assigns, by such successive leases as aforesaid, he the said I. H., his executors, administrators, or assigns, always paying a fine, or sum of £., unto the said vicar, or churchwardens, or their successors for the time being, on their granting every such renewed or further lease of the said premises as aforesaid, and also at every such time or times executing a counterpart or counterparts thereof.

IN WITNESS, &c.

Lease from Tenants in Common.

THIS INDENTURE, made, &c., between A. B., of the first part; C. D., of the second part; and E. F., of the third part.

WITNESSETH, that for and in consideration of the Consideration.
 reus, covenants, and agreements hereinafter reserved and contained, and which by and on the part and behalf of the said E. F., his executors, administrators, and assigns, are to be paid, done, and performed, he the said A. B., as to one undivided moiety or half part, the whole into two equal parts to be divided, of all that messuage or tenement, with the appurtenances, hereinafter particularly mentioned and described; and the said C. D., as to one undivided moiety or half part, the whole into two equal parts to be divided, of all that the said, &c., HAVE, and each of them HATH, (according to their several and respective shares and proportions aforesaid), demised, leased, set, and to farm letten, and by these presents do, and each of them DOth, demise, let, set, Demise.
 and to farm let, unto the said E. F., his executors, administrators, and assigns, ALL that, &c., [describe the parcels, and insert the usual covenants; and then the following]. AND the said A. B., for himself, his heirs, executors and administrators, doth covenant, promise, Covenants.
 and agree, to and with the said E. F., his executors, administrators and assigns, in manner following; (that is to say), that he the said E. F., his executors, administrators, or assigns, paying the rent hereby reserved, and

performing the covenants and agreements hereinbefore mentioned and contained, and which on his and their parts are or ought to be paid and performed, shall and may peaceably and quietly have, hold, occupy, possess, and enjoy the said messuage, &c., with the appurtenances, hereby demised, as to one undivided moiety or half part thereof only, for and during the said term hereby granted, without the let, suit, trouble, molestation, or interruption of him the said A. B., his heirs, executors, administrators, or any other person or persons lawfully claiming or to claim by, from, or under him, them, or any of them. [*The like covenant from C. D., as to one undivided moiety or half part only* (1)].

(1). Where the lessor has the *freehold*, make the reservation of rent, the covenants, and exceptions to the lessor, his heirs and assigns, and not executors, administrators, and assigns; so he should covenant for himself, his heirs and assigns, as executors and administrators have nothing to do with the freehold as such: but where the lessor has not the *freehold*, then make the reservation, &c., to him, his executors, administrators, and assigns; and the covenants from him, his executors, administrators, and assigns; though here it is usual to make him covenant for himself, his heirs, executors, administrators, and assigns, that he, his executors, &c., shall and will, &c., in which case the heir will be bound.

Notice to Quit.

To Mr. A. B.

I HEREBY give you notice to quit, and deliver up to me, on the day of next, the possession of all that, &c., situate in the parish of in the county of which you now rent of or hold under me, [*and if the commencement of the tenancy is uncertain, or cannot be ascertained*], add, PROVIDED your tenancy commenced at that time of the year, or otherwise, that you quit and deliver up the possession of the said messuage, &c., at the end of the year of your tenancy, which shall expire next after the end of half a year, from the time of your being served with this notice. Dated, &c.

Notice of determining a Lease.

To, &c.

I do hereby give you notice, that in pursuance of the power given and reserved to me, by the lease dated, &c., and made between, &c., comprising the messuage and premises, which I hold as lessee to you, situate, &c., that it is my mind and intention of avoiding the same indenture of lease, at the expiration of the first seven years of the term thereby granted, which will come and be on, &c., and that I shall quit and deliver up the possession of the said messuage and premises to you at that period.

*Proceedings on a Distress for Rent (1).**Warrant to Distrain for Rent.*

I HEREBY authorize and require you to distrain the goods and chattels in the dwelling-house, (or in and upon the farm, lands, and premises), of A. B., situate at _____ in the county of _____ for _____ l., being _____ years' rent, due to me for the same, at _____ last, and to proceed thereon, for the recovery of the said rent, as the law directs. Dated the _____ day of _____ 18 _____

Your's, &c.

To E. F., my bailiff.

C. D.

(1) In order to prevent excessive and ruinous charges in the execution of distresses for small rents; it is enacted, by 57 Geo. III, c. 93, that no broker, &c., in levying a distress under 20l., shall take more than the following sums, under the penalty of treble the amount of the monies so unlawfully taken; viz. for levying the distress, 3s., man in possession, per day, 2s. 6d.; appraisement, whether by one broker or two, 6d. in the pound, on the value of the goods, stamp, the lawful amount thereof. All expenses of advertisements, (if any), 10s.; catalogues, 1s. in the pound, on the net produce of the goods. And the broker is required to give a copy of his charges to the person distrained upon.

Inventory of Goods Distrained.

AN INVENTORY of the several goods and chattels distrained by me C. D., [or E. F., the bailiff], the day of _____ in the year of our Lord 18 _____ in the dwelling-house, &c., [describing the premises], of A. B., situate at _____ in the county of _____ [and if the distress be made by a bailiff, say, "by the authority and on the behalf of C. D."], for the sum of _____ l., being _____ years' rent due to me, [or "to the said C. D."], at _____ last,

In the dwelling-house; in the parlour, one table [setting out the goods].

Notice of Distress written under.

Mr. A. B.

TAKE notice, that I have this day distrained [or "that as bailiff to C. D., your landlord, I have this day distrained"], on the premises above mentioned, the several goods and chattels specified in the above inventory, for the sum of _____ l., being _____ years' rent due to me [or "to the said C. D."], at _____ last, for the said premises; and that unless you pay the said rent, with the charges of distraining for the same, within five days from the date hereof, the said goods and chattels will be appraised and sold according to law. Given under my hand the day of _____ in the year of our Lord 18 _____

Witness R. S.

C. D.

*The like for growing Crops, on Statute 11. Geo. II.
c. 19, s. 8.*

To Mr. A. B.

TAKE notice, that I have this day taken and distrained [or "*that as bailiff to C. D., your landlord, I have taken and distrained*"] on the lands and premises above mentioned, the several growing crops specified in the above inventory, for the sum of *l.* &c., [*as in last*], for the said lands and premises, and that unless you previously pay the said rent, with the charges of distraining for the same, I shall proceed to cut, gather, take, cure, carry, and lay up the said crops, when ripe, in the barn or other proper place on the said premises, and in convenient time to appraise, sell, and dispose of the same towards satisfaction of the said rent, and of the charges of such distress, appraisement, and sale, according to the form of the statute in such case made and provided.

The like for the Arrears of a Rent Charge.

TAKE notice, that by the order and on behalf of C. D., I have this day taken and distrained in and upon the farm and lands called in your occupation, in the parish of in the county of all the corn, grain, and effects, in the inventory hereunder-written mentioned, for the sum of *l.*, being years annuity, or rent charge of *l.* per annum, due to the said C. D., at last, and charged on, and issuing and payable out of certain manors, farms, lands, and premises, called in the said parish of in the county of afore-said, of which the farm and lands first above mentioned are part and parcel. And that unless the said arrears of the said annuity, or rent charge, together with the expenses, of this distress, are paid and satisfied, the said corn, grain, and effects, will be disposed of, according to law. Dated, &c. E. F.

To Mr. A. B., and all to
whom it may concern.

Memorandum of the Tenant's Consent to Landlord's continuing in Possession.

MEMORANDUM, that I, A. B., do hereby consent and agree, that C. B., my landlord, who hath distrained my goods and chattels for rent, in a dwelling-house, &c., [describing the premises, situate at in the county of shall continue in possession of my said goods and chattels, in the said dwelling-house, &c.,] for the space of days from the date hereof; the said C. D.

LEASES.

having agreed to forbear the sale of the said goods and chattels, for the said space of time, to enable me to discharge the said rent. And I, the said A. B., do hereby agree to pay the expenses of keeping the said possession. As witness my hand, this day of 18

Appraisers' Oath.

You and each of you shall well and truly appraise the goods and chattels mentioned in the inventory, [the constable at the same time holding the inventory in his hand and shewing it to the appraisers], according to the best of your judgment. So help you God.

Memorandum thereof.

MEMORANDUM, that on the day of in the year of our Lord 18 G. H., of and I. K., of two sworn appraisers, were sworn upon the Holy Evangelist, by me L. M., of constable, well and truly to appraise the goods and chattels mentioned in this inventory, according to the best of their judgment. As witness my hand. L. M.,

Present at the time of swearing }
the said G. H. and I. K. as } Constable
above, and witnesses thereto }
N. O.
P. Q.

Form of Appraisement.

WE, the above named G. H. and I. K., being sworn upon the Holy Evangelist, by L. M., the constable above named, well and truly to appraise the goods and chattels mentioned in this inventory, according to the best of our judgment, and having viewed the said goods and chattels, do appraise and value the same at the sum of £.
As witness our hands, the day of in the year of our Lord 18 G. H.
I. K.

Witness, R. S.

Sworn appraisers.

[The two last forms are usually written on the inventory].

Practical Instructions in making a Distress.

THE way of making a distress for rent in arrear, is to go upon the premises, for which the rent is due, and taking hold of some piece of furniture or other article there, and say [if the distress is made by the landlord

himself), "I seize this chair, [*or other thing, as the case may be*]", in the name of all the goods and effects on these premises, for the sum of *l.*, being years rent, due to me at last, [*or if the distress be made by some person empowered by the landlord*], say, "for the sum of *l.*, due to A. B., esq., the landlord of these premises, at last, by virtue of an authority from him to me, given for this purpose." The inventory is then made, and a copy served on tenant, with the notice thereto annexed, or under written; and if the rent is not paid, or goods replevied at the end of the seventh day, or other time allowed or agreed upon, the same may be appraised and sold, and any surplus, after paying rent and expenses, must be paid to the tenant.

END OF VOL. I.

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